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BANGALORE METRO RAIL CORPORATION LIMITED

eTENDER DOCUMENT

FOR

Name of work:

.....(*Name of work*).....Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot.Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2

FOR OF

BANGALORE METRO RAIL .....

TENDER NO.BMRCL/...../...../WORK INDENT....BMRCL/2023-242024-25/BGD/WORK INDENT..

~~.....– –20.... [month & year]~~**FEBRAURYFEBRUARY-20244**

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K H Road,
Shanthinagar,
Bengaluru – 560 027
Karnataka,
India

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Key Details. ~~**Reference eTender Document (BMRCL Works, BW-4)**~~

~~**(For works valued Rs. 100 Lakhs to Rs. 1000 Lakhs)**~~

KEY DETAILS

Tender No: **BMRCL/2024-25/BD/WORK_INDENT.**~~**@BMRCL/...../...../WORK_INDENT..... BMRCL/2023-24/BG/WORK_INDENT.**~~. *(File no. C-~~*.....3974144386)**~~		
Name of Work: Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot.~~.....~~**~~Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2.~~**		
Sl.no.	**Description**	
1.	Estimated Value of work	INR . 24,07,193 /- (Rupees Twenty Four Lakhs Seven Thousand One Hundred and Ninety Three Only) ~~.....45,00,000/- (Indian Rupees ..... Fourty Five Lakh only)~~
2.	Tender Security / EMD Amount	INR 50,000 /- (Rupees Fifty Thousand Only) ~~...../ 90,000/- (Indian Rupees ..... Ninety Thousand only)~~ . **The Tenderer shall pay full EMD (Tender Security) amount** through online payment in e-Procurement Portal (or) submit **in the form** ~~of~~of ~~Demand Draft /Pay Order / Banker's Cheque /~~ **Electronic Bank Guarantee (e-BG)** ~~or /~~**Bank Guarantee (BG)** ~~in favor of 'Bangalore Metro Rail Corporation Limited'~~**.**
3.	Completion period of Works	~~.....~~ ~~52 Weeks~~12 Months
4.	Download of Tender documents	**Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from .....** 1q**...**
5.	Last Date of Seeking Clarification	**As per Date and Time specified in e-Procurement Portal.**
6.	~~Pre-bid meeting~~	~~As per Date and Time specified in e-Procurement Portal.~~
7.	Date and Time of submission of Tender	**As per Date and Time specified in e-Procurement Portal.**
8.	Date and Time of opening of Tender (**Qualification cum Technical** and Financial	**As per Date and Time specified in e-Procurement Portal.**

	Package)#	
9.	~~Date and Time of opening of Tender (Financial Package)~~	~~will be intimated to the Qualified Tenderersthrough through e-Procurement Portal. Tenderers to trace the same.~~
10.	Place of Opening of Tenders**(Qualification Cum Technical Package & Financial Package)**	**The opening of the Qualification Cum Technical Package and Financial package shall take place** online through ~~at~~ **e-Procurement Portal.**
11.	Address for communication$	The Dy. General Manager (DGM-CSW-L2), Bangalore Metro Rail Corporation Ltd., Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, Karnataka, India. Ph No : +91- 9480823122 Fax No: 080-25191114 Email Id: sandeepksinha@bmrc.co.in .~~The Dy. General Manager(P.Way/L1)~~ ~~Bangalore Metro Rail Corporation Ltd.,~~ ~~Admin Building, Baiyappanahalli Depot,~~ ~~S V Road,~~ ~~Bangalore – 560 038,~~ ~~Karnataka, India.~~ ~~Ph No : +91-7483630626~~ ~~Fax No: 080-25191114~~ ~~Email Id: mohanan@bmrc.co.in~~..... ~~Bangalore Metro Rail Corporation Ltd.,~~ ....., ~~Bengaluru, PIN: .....,~~ Karnataka, India. ~~Ph No: ....., Fax No: .....~~ ~~Email: .....~~

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Note:
The Footnotes and the words in italics within the bracket are for the guidance of the Tender Inviting Authority (TIA) to prepare the Tender document and should be deleted in the final tender document.
Blank spaces wherever provided are to be suitably, unambiguously and correctly filled up by the TIA.
@ - Tender no. shall be the reference no. generated in eProcurement Portal, which shall be incorporated in the entire Tender document.
** - File no. shall be BMRCL's case file no. (C number) for ease of reference.*
 # - Date of opening of tender shall be 24 hours after the date and time for submission of Tender.
$ - Senior most Officer of the concerned functional area / Head of the Dept. of the functional area and his Address, Ph. No., Fax No., Email, etc.

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SECTION 1: NOTICE INVITING TENDERS (NIT)

NIT No.: **BMRCL/2024-25/BD/WORK_INDENT..**..... Date: .....

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders **(Single stage – Single ~~Two~~-cover System)**from eligible Domestic Tenderers, registered in Central Govt./ State Govt./ PSU's/ Govt. bodies/ MES/ Railway/ CPWD/ KPWD/ BMRCL/ Public Limited Companies, ...[1], for the Works detailed in the Table below, **through Karnataka Public Procurement Portal (e-Procurement Portal). This Tender is a 'PERCENTAGE TENDER'.**

Tender No.	Name of the Works	Estimated value of Works (Rs.)	Tender Security / EMD (Rs.)	Period of completion
(1)	(2)	(3)	(4)	(5)
BMRCL/ 2024-25/ BD/ WORK_INDENT.~~BMRCL/ 2023-24/ BG/ WORK_INDENT~~..	**Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot.~~Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2.~~**	24,07,193~~45,00,000~~/-	**50,000 ~~See Note~~[2] ~~90,000~~/-**	**~~52 weeks~~12 Months**

The brief Scope of the work is provided in Instructions to the Tenderers (ITT) and the detailed description of Work is provided in Employer's Requirement. Only 'Class-I Local Tenderers' ~~and 'Class-II Local Tenderers' as defined under ITT clause 34~~ shall be eligible to bid.~~Preference to the 'Class-I Local Tenderer' shall be given who meets minimum Local Content as defined in ITT clause 34.~~

Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate (or) Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", ~~as defined in ITT clause 35.~~[3]

2. **REGISTRATION:**

   a) **Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.**

   b) **As part of the enrolment process, the Tenderers will be required to**

[1] *~~Name of the Organization / Department, if any. If not applicable may be deleted by the TIA.~~*
[2] ***~~1.5% of Estimated cost of work subject to a minimum of Rs. 2,00,000/-.~~***
[3] *~~Modify this clause in line with ITT clause 2.4 & 35.~~*

choose a unique user name to assign a password for their accounts.

c) **Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.**

d) **Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.**

e) **Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which** may lead to misuse.

f) Tenderers should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.

h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

3. **SEARCHING FOR TENDERS/BIDS:**

Once the Tenderers have selected the proposal Bids/Tenders and if they are interested to participate, the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.

However, the Tenderer shall submit such transaction details along with their Tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.

It will be the responsibility of the Tenderer to check the website and see any Addendum /Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals binding accordingly.

4. **Tender documents consist of the following Sections,**

- **Section 1- Notice Inviting Tenders (NIT)**
- **Section 2- Instructions to Tenderers (ITT)**
- **Section 3- Qualification Information**
- **Section 4- Form of Tender (FOT)** (including Bill of Quantities)
- **Section 5 - General Conditions of Contract (GCC)**
- **Section 6 - Special Conditions of Contract (SCC)**
- **Section 7- Technical Specifications**
- **Section 8- Drawing**
- **Section 9- Proforma of Bank Guarantees**
- **Section 10 - Annexures**
- **Section 11 - Instructions for completing Pricing Document**

~~Section 12 – Pricing Document (Bill of Quantity) As published in e-Procurement Portal.~~

5. Tenders must be accompanied by **Tender Security / Earnest Money Deposit (EMD)** as specified in ITT clause 14, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Security/EMD will have to be paid in full amount through online payment in e-Procurement Portal (or) submit in any one of the form of Demand Draft /Pay Order / Banker's Cheque / **Electronic Bank Guarantee (e-BG) or Bank Guarantee**, payable & extendable at a designated branch in **Bengaluru** and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).

However, Micro and Small Enterprises (MSEs) registered with NSIC under a single point vendor registration scheme or having a valid Udyam Registration Certificate are exempted from payment of EMD, as defined under ITT clause 14.

6. **Tenders must be submitted electronically through Karnataka Public Procurement Portal / e-Procurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).**

All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 9.2, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within 5 days from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

7. **Tenders cannot be submitted online after stipulated time of submission of Tender.**

8. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

9. **'Qualification cum Technical Package and Financial Package' will be opened as per the latest specified time and date published in the e-Procurement portal.**

The Financial Packages of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.

10. **The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports set forth in ITT Clause 3.**

11. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

(a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

(b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in 'Corrupt' or 'Fraudulent' practices in competing for, or in executing, the Contract.

12. **All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.**

13. BMRCL reserves the right to accept or reject any or all Tenders **in 'Part 'or 'Full'** without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

14. **Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.**

15. **BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.**

16.

~~17.~~ For further clarification details, contact The Dy. General Manager (CSW/ L2) O&M wing, Admin Building, Peenya Depot, Ph No : +91-9480823122 Fax No: 080-25191114, E mail ID: sandeepksinha@bmrc.co.in

~~For further clarifications/details, contact: DGM/P.way-L1....., , BMRCL on +91-7483630626....., Fax-+91 .....,080-25191114 E-mail: : mohanan@bmrc.co.in.....~~

18. **For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.**

~~Managing Director~~Chief General Manager (Civil)
Bangalore Metro Rail Corporation Limited

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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SECTION –~~2:~~2: INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders following Single stage ~~--Two~~Single Cover Tender procedure, from the eligible Tenderers for "Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot.~~.Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2~~*.....(name of the works).....*" (hereinafter referred to as "the works") as per terms and conditions contained in this Tender documents.

2. Eligible Tenderers[4]

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 **Tenders from Joint ventures are not acceptable.**

2.3 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure-~~4~~3.

Note: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.

2.4 Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate.

~~(or)~~and

Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", ~~as defined in ITT clause 35.~~

2.5 Only 'Class-I Local Tenderers' ~~and 'Class-II Local Tenderers'~~ ~~as defined under ITT clause 34~~ shall be eligible to bid. ~~Preference to the 'Class-I Local Tenderer' shall be given who meets minimum Local Content as defined in ITT clause 34.~~

3. Qualification of the Tenderer~~:~~.

[4] ~~*If any specific criteria are required to be met, that may be added.*~~

Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

3.1 **Tender Capacity~~:~~ :**

~~:~~

Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

Assessed available Tender capacity = (A x N x 2~~1~~.5 - B)

Where;

A = Maximum value of works executed in any one (01) year during the last five (05) years (updated to ~~……[5]2023-24~~2024-25 **price level) taking into account the completed as well as works in progress**(Ref Section 3)

~~:~~

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at ~~……[4]2023-24~~2024-25 price level, of existing commitments and on-going works to be completed during the ~~next~~ next ~~one……. year~~ Twelve (12) months (~~period~~i.e. Period of completion)~~*of this work for which Tenders are invited*).~~

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective Employer-in-charge, not below the rank of an Executive Engineer or equivalent.*

3.2 **Work Experience[6]:**

3.2.1 The Tenderer should have executed the works / have experience in **'similar works'** in any of the following organizations during last five (5) years:

(i) In any Central Govt. / State Govt./PSU's / Govt. bodies / MES/ Railway / CPWD / KPWD / Metro Rail Corporation Limited.

~~1. ……~~

~~2……~~

~~……~~

3.3 All Tenderers shall provide the requested information accurately and in sufficient detail in **Section 3: Qualification Information**.

3.4 ~~[7]~~To qualify for award of this Contract;

[5] ~~*Updated to FY in which the Tender is invited. Value of Works executed inprevious years shall be given a weightage of 107% per year to bring them to the price level of the FY in which the Tender is invited.*~~

[6] ~~*Relevant details shall be included appropriately to suit the works requirements.*~~

[7] ~~*Qualification requirement under ITT clause 3.4 (a) & (b) shall be explicitly written in accordance to the works requirements.*~~

(a) Each Tenderer in its name should have in the last five financial years i.e. 2019-20,2020-21, 2021-22,2022-23 and 2023-24 achieved in at least three financial years a minimum annual financial turnover of **Rs 7.22 Lakhs.** ~~Each Tenderer in its name should have in the last five financial years i.e. 2018-19, 2019-20,2020-21, 2021-22& 2022-23 achieved in at least two financial years a minimum annual financial turnover of **Rs 45.00 Lakhs.**~~

(b) Each Tenderer in its name should have successfully completed or substantially completed similar works during last five (05) years either of the following:

i) **One (1)** similar work costing not less than the amount equal to **Rs. ~~22.50~~12.03 Lakhs;**

ii) **Two (2)** similar works costing not less than the amount equal to **Rs. ~~18.00~~9.62 Lakhs;**

iii) **Three (3)** similar works costing not less than the amount equal to **Rs. ~~13.50~~7.22 Lakhs.**

~~a) Each Tenderer in its name should have achieved in at least two (02) financial years **a minimumannual financial turnoverof Rs. ……**[8](usually not less than two (02) times the estimated annual paymentsunder this contract) of the last five (5) financial years i.e. …… to …… (those five (05) years preceding the FY in which Tenders are invited);~~

~~b) Each Tenderer in its name should have satisfactorily completed as a Prime Contractor at least one (01) similar work* of value not less than Rs. ……[9] (usually to the extent of 50% of the estimated cost of work) during the last five (05) years^;~~

~~c) The Tenderer or his identified Subcontractor should possess required valid Electrical license for executing Electrificationworks and should have executed similar Electricalworks totaling Rs. …… (usually not less than 50% of the Electrical works) in any one(01) year during the last five (05) years^;[10]~~

~~d) The Tenderer or his identified Subcontractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs…… (usually not less than 50% of the water supply / sanitary Engineering works) in any oneyear during the last five years^,[11]~~

[8] *~~Updated to FY in which the Tender is invited. Financial Turnover of previous years shall be given a weightage of 107% per year to bring them to the price level of the FY in which the Tender is invited.~~*

[9] *~~Updated to FY in which the Tender is invited. Value of similar work of previous years shall be given a weightage of 107% per year to bring them to the price level of the FY in which the Tender is invited.~~*

[10] *~~This clause may be modified appropriately to suit the works requirements.~~*

[11] *~~This clause may be modified appropriately to suit the works requirements.~~*

e) Executed in any one year during the last five year^ (for a continuous period of 12 months), the minimum quantities of work@ (usually 80% of the peak annual requirement).[12]

1. ……. ……
2. ……. ……
- ……. ……

Note:

1) *"Similar Works" means "**Pruning Of Tree BranchesComprehensive / Annual Maintenance of RO and STP / ETP Units**"…… …… (specify the works which will be accepted as similar works).
2) ^**The last five (5) years means the last five (5) years counted 28 days prior to date of Tender submission.**
3) @ Completion certificate for works issued by any Private Limited Companies/Public Limited Companies shall be supported by TDS (Tax deducted at Source) Certificate.
4) **"Substantially completed works" means those works which are at least 90% completed as on the date of Tender submission (i.e., gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.**
5) **In case the Tenderer has executed works / contract for a client, which includes "other works in addition to similar woks, then the Tenderer should provide a client certificate clearly indicating the amount of work done in respect of the "similar work" in support of work experience.**

3.5 Each Tenderer should further demonstrate:

a) availability by owning at least 50% of the required / specified key and critical equipment for this work[13]; and the remaining 50% can be deployed on lease / hire basis for all works provided, the relevant documents (commitment agreements etc.) for availability for this work are furnished.

1. ……
2. ……
- ……

(Details of equipment/machinery owned/hired by the Tenderer shall be furnished under para 1.6 of Section-3.)

b) **liquid assets** and /or availability of credit facilities of not less than **Rs…… Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak construction period).*

3.6 To qualify for a package of Contracts made up of this and other Contracts for which Tenders are invited in this NIT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual Contracts.[14]

[12] *Specify the principal items of works to be executed under this Contract.*
[13] *Specify the name, number and brief specification of the equipment.*
[14] *ITT clause 3.6 may be retained or deleted (marked as "Not used" without altering the clause no.) based on the requirement. (Also see ITT clause 9.2).*

~~3.7 Subcontractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.4(c) and 3.4(d) above.~~

3.8 Even though the Tenderers meet the Qualification criteria **in accordance with ITT Clause 3**, they are subject to be disqualified if they have:

1. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
2. record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
3. participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

4. Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

4.2 **The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.**

B. TENDER DOCUMENTS

5. Content of Tender documents

5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Information
4. Form of Tender including Bill of Quantities (As published in e-Procurement Portal).
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Drawings
9. Proforma of Bank Guarantees
10. Annexures
11. **Instructions for completing the Pricing document.**

~~12.~~

~~Pricing Document – Bill of Quantity (As published in e-Procurement Portal).~~

5.2 The Tenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

6. Clarification of Tender Documents

6.1 **Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).**

6.2 The Employer will **offer clarification to such queries received through e-Procurement portal up to** the date specified **therein**.
Any such queries with details of clarification sought, will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

6.3 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

6.4 ~~Pre-bid meeting:~~

~~6.43.1 The Tenderer or his authorized representative is invited to attend a Pre-bid meeting to be held at the Place, date and time indicated in Key Details/ eProcurement Portal.~~

~~6.3.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.~~

~~6.3.3 The Tenderer is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 6.1.~~

~~6.3.4 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.~~

~~7.~~ Amendment of Tender documents

7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents ~~by an~~by **Addenda/Corrigenda**.

7.2 **Such Addenda/Corrigenda will be uploaded in the e-Procurement portal. It will be the responsibility of the Tenderer to frequently check the e-Procurement portal for any Addenda/Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.**

7.3 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the Tender submittals.

7.4 **The Tenderer is not permitted to make any alteration /modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained.**

C. PREPARATION OF TENDERS

8. Language of Tender

8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

~~8.2~~

~~8.3~~

9. Documents comprising the Tender

9.1 **The Tender submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.**

9.1.1 Qualification cum Technical Package

a) **Earnest Money Deposit (EMD) /Tender Security (in accordance with ITT Clause 14);**
b) **The Form of Tender (in the format indicated in Section 4);**
c) **Qualification Information Form and Documents (in accordance with Section 3) and any other submissions as per requirements of Tender Document;**
d) **Covering Letter stating any other matter in relation to his Tender which the Tenderer considers should be drawn to the particular notice of BMRCL.**

And any other documents required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3 and 4 shall be filled in without exception.

9.1.2 Financial Package

a) **The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal only and no hardcopy of commercials should be attached or disclosed elsewhere.**
The Tenderer shall fill in and complete the 'Bill of Quantities' in accordance with the 'Instructions for completing the Pricing Document', Section-11.

9.2 **Original Documents (Hardcopy):**

The Tenderer is required to submit the following documents in original (hard copy) within the time and place mentioned in ITT clause 16.7:

i) **Tender Security/Earnest Money Deposit(EMD), as per clause 14,**

ii) **Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 15,**

iii) ~~……~~[15]

~~iv) Any other documents as specified in tender document~~**Hardcopy of any other documents explicitly required in Tender document.**

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection.

9.3 ~~Tenderers submitting Tenders together with other Contracts stated in the NIT to form a Package,~~Package ~~will so indicate in the Tender together with any discounts offered for the award of more than one Contract.~~[16]Not used.

10. Form of Tender

The Tenderer shall complete the Form of Tender furnished in the Tender documents and submit duly signed and stamped along with the Qualification cum Technical Package and Financial Package.

The Tenderer shall submit the priced 'Bill of Quantities' indicating the percentage (Above or Below or At Par) and amount ~~with the 'Financial Package'/'Pricing Document' a~~as published in the e-Procurement Portal.

11. Tender prices

11.1 **The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the priced 'Bill of Quantities' submitted by the Tenderer.**

11.1.1 The quoted price shall be inclusive of all applicable Taxes, Cess (Including labour cess) **and duties under the applicable Acts but exclusive of SGST & CGST as specified under GCC Clause** ~~39~~28**. The SGST & CGST will be paid as applicable as per law.**

11.1.2 - The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 Income Tax (IT) deduction: As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A **shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.**

11.2 The Tender is a Percentage Tender. The Cost of all the individual items shall be computed for the entire work and the Tender Premium

[15] *~~Hardcopy of any document may be specified or deleted, otherwise.~~*

[16] *~~ITT clause 9.2 may be retained or deleted (marked as "Not used") based on the requirement. (Also see ITT clause 3.6).~~*

(Above or Below or At Par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below or At Par Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then the Rate shall be worked out as stipulated in GCC Clause ~~35~~41.

11.3 **The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.**

11.4 **A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.**

11.5 **The rates /percentage should be written in numerals (in figures and words) only. If the Tenderer indicates anything other than numerals, the Tender will be summarily rejected.**

12. Tender Currency

12.1 Prices shall be quoted in Indian Rupees only.

13. Tender validity

13.1 **Tenders shall remain valid for a period as specified in 'Appendix to Form of Tender' (Section 4) after the deadline date for Tender submission specified in ITT Clause 17. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.**

13.2 **In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Earnest Money Deposit for a period of the extension, and in compliance with ITT Clause 14in all respects.**

14. Earnest Money Deposit (EMD) / Tender Security

14.1 **The Tenderer shall furnish, as part of its Tender, interest free Tender Security/ EMD as per ___e-Procurement Portal.**

14.2 **The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.8.**

14.3 **The Tenderer shall pay/furnish an EMD (Tender Security) for the value indicated in e-Procurement portal in the following mode:**

a) **~~A crossed Demand Draft /Pay Order / Banker's Cheque issued in favour of 'Bangalore Metro Rail Corporation Ltd'payable at Bengaluru~~Online payment** through e-Procurement portal**, or**

b) **an irrevocable Electronic Bank Guarantee (e-BG) or Bank Guarantee*, issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru in the form given in Proforma A of Section 9 to the Tender document~~s~~. However, 'Earnest Money Deposit' Bank Guarantee format is also available inhttps://tenderb.bmrc.co.in.**

**** In case of Tender Security/EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.***

The issuing Bank shall send the SFMS as detailed under to:

Name: BANGALORE METRO RAIL CORPORATION LTD.,

Name of the Bank: BANK OF INDIA

Branch: CANTONMENT BRANCH, BENGALURU.

Account No.: 840420110000760

RTGS/IFSC: BKID0008404

The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 16.7. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in ITT clause 16, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

14.4 The Earnest Money Deposit shall be valid for a period as specified in 'Appendix to Form of Tender' (Section 4) and remain deposited with the Employer from the date

of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

14.5 **Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/EMD and nonsubmission of hardcopy as per ITT clause 16.7 will be rejected by the Employer.**

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

14.6 **The Tender Security/EMD of** unsuccessful Tenderers will be discharged/returned upon the Successful Tenderer signing **the** ~~unconditional acceptance of the Letter of Acceptance (LoA) communicated by the Employer in pursuant to ITT clause 29 and furnishing the Performance Security by them pursuant to ITT clause 30~~~~Contract Agreement~~LOA **in pursuant to ITT clause 29**.

14.7 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon furnishing the Performance Security pursuant to ITT Clause 30 and signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 29 ~~and furnishing the Performance Security pursuant to ITT Clause 30~~.

14.8 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer:
  (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or
  (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:
  (i) To sign the Contract Agreement in accordance with ITT Clause 29; or
  (ii) To furnish performance security in accordance with ITT Clause 30.

14.9 **The Tender will be summarily rejected by the Employer in case of:**

(i) **Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.**

(ii) **Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,**

(iii) **If EMD(Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule~~d~~.**

(iv) **EMD (Tender Security) in the form of Bank Guarantee is from a Co-operative Bank.**

(v) **EMD (Tender security) amount is less than the required amount as mentioned in NIT.**

(vi) **Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 14.5.**

In case EMD (Tender Security) is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD /_Tender Security) within 10 (ten) working days from the date of request. Fail~~ing~~ure to provide a compliant EMD Tender Security) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

14.10 ~~Tenderers who submit EMD through Demand Draft / Pay order / Banker's Cheque needs to fill **Annexure-3** in Section-10, along with **a cancelled cheque leaf** for refund of EMD through NEFT/RTGS.~~

~~14.11~~ **In case the Tenderer submits Electronic Bank Guarantee (e-BG),** ~~entity Number~~the UIN **of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).**

14.12 **If the Tenderer has opted to submit the Tender Guarantee in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the Tender Guarantee envelope** as per Cl. 9.2and also ~~or~~ uploaded in e-Procurement portal in case of e-Procurement**.**

~~14.13~~

~~14.14~~ ~~**Exemption to MSEs:**~~

~~Notwithstanding above, Micro and Small Enterprises (MSEs) registered with NSIC under a single point vendor registration scheme /having a valid Udyam Registration Certificateare exempted from payment of Earnest Money Deposit (EMD).~~

~~However, the Tenderer who claim these benefits shall submit a valid copy of such Registration Certificate issued by the concerned Authority along with the Tender submittals, .~~

~~Ffailure of which, the Tender is liable for rejection.~~

~~14.15~~

~~14.16~~

15. Format and signing of Tender

15.1 **The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under Section 9-Proforma.**

15.2 **The Tender submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Tenderer to the contact. Proof of authorization shall accompany the Tender in the form of notarized "Power of Attorney". All pages of the Tender where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.**

15.3 **The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to**

correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

15.4 **Any individuals signing the Tender or other documents connected therein should specify whether he is signing:**

(i) **as sole proprietor of the firm or as attorney of the sole proprietor;**

(ii) **as a partner or partners of the firm;**

(iii) **as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.**

15.5 **The original notarized 'Power of Attorney'or the documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.**

~~15.6~~

D. SUBMISSION OF TENDERS

16. Sealing and Marking of Tenders

16.1 **All the Tender proposals shall be digitally signed along with the other Qualifying documents and sh~~ould~~all be submitted Electronically through Karnataka Public Procurement Portal on or before the last date and time for Tender submission as published therein.**

16.2 **Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.**

16.3 **Tenderer should log into the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.**

16.4 **Tenderer will be solely responsible for** uploading the Tender submittals in e-Procurement portal~~any delay due to other issues~~**. BMRCL will not be held responsible for consequential damages/losses**/delay **due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.**

16.5 **The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.**

16.6 **The necessary certificates/documents in support of fulfilling** the **Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.**

16.7 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the original documents listed in ITT clause 9.2 in original (hard copy) ~~by speed post or in person~~**at BMRCL office**

within 5 days of last date of online Tender submission. Only the Tenders submitted ~~& accepted~~ online and these, ~~the~~ hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "~~soft copy submitted, time and acceptance~~acknowledgement from Employer/e-Procurement Portal".

The envelope shall bear the following identification:

TENDER NO: ……

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE AND TECHNICAL PACKAGE

BMRCL Office Address for submission of hardcopy[17]:

To

……Deputy General Manager (CSW-L2)
Bangalore Metro Rail Corporation Ltd.,
……,BMRCL Depot , Baiyappanahalli Near NGEF Signal
Bengaluru, PIN: ……,560038
Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00 pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

16.8 **All Tenderers shall be ~~have to~~ submitted "~~unconditional Tenders and~~ without any deviations", alteration or modification, together with requisite Tender Security/EMD.**

~~16.9~~ **Telex, Facsimile or Emailed Tenders will be rejected.**

16.10 **Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents.**

16.11 **The Tenderer should avoid ambiguity in his Offer / Tender / Bid.**

17. Deadline for submission of the Tenders

17.1 **Tenders must be submitted online through Karnataka Public Procurement Portal _____(e-Procurement Portal) on or before the date and time ~~as~~ specified in the e-Procurement Portal and in time submission of Tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed under ITT clause 9.2 shall be submitted in the place, date & time as specified in ITT clause 16.7.**

17.2 **The Employer may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers**

[17] ~~*Address of the concerned Head of the Dept. /Senior most Officer of the functional area.*~~

previously subject to the original deadline will thereafter be subjected to the deadline as extended.

18. Late Tenders

18.1 In online e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.
Hardcopies received by BMRCL after the deadline for submission as mentioned in ITT clause 16.7 will be rejected.
Hard copies of those Tenders which have been uploaded in the e-Procurement Portal successfully only will be considered for evaluation.

19. Modification and Withdrawal of Tenders

19.1 Tenderer may notify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.

19.3 No Tender shall be modified subsequent to the deadline for submission of Tenders.

19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause13.1 above or as extended pursuant to ITT Sub-clause13.2 may result in the forfeiture of the Earnest Money Deposit pursuant to ITT Clause 14.

E. TENDER OPENING AND EVALUATION

20. Tender opening

20.1 **Qualification Cum Technical Package and Financial Package:**

20.1.1 **Opening of Qualification Cum Technical Package and Financial Package of all Tenderers:**

First, the Employer will open the EMD/Tender Security and verify the Tender Security/EMD.

Further, the Employer will open the 'Qualification Cum Technical Package and Financial Package**' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal at the time and date specified in the e-Procurement Portal. If Tender Security/EMDs are not in proper form, the 'Qualification Cum Technical Package** ~~and Financial~~and Financial Package**' will not be opened for such Tenderers.**

Interested Tenderers ~~of~~ or **their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tender**~~er~~**s will be opened at the appointed time and locat**ion ~~ed~~ **on the next working day.**

20.1.2 **The Tenderers will be examined for the following submittals:**

i) Presence of valid Tender Security/EMD

ii) Presence of 'Qualification cum Technical Package and Financial Package**' and all enclosures as per ITT clause 9.1 and,**

iii) Submission of original documents as per ITT clause 9.2.

20.1.3 **The Employer will evaluate and determine whether each Tender**

(a) meets the eligibility criteria defined in ITT Clause 2;

(b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause **14; and**

(c) **meets the minimum qualification criteria stipulated in ITT Clause 3.**

The Employer will draw out a list of qualified Tenderers.

20.1.4 **Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.**

20.1.5 **If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.**

~~Tenderers, whose 'Qualification cum Technical Package' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Package' through e-Procurement Portal.~~

20.2 **Financial Package**

20.2.1 ~~Opening of Financial Packageof Qualified Tenderers:~~

~~The Financial Package of the Tenderers, whose 'Qualification cum Technical package' were found acceptable, will be opened in the presence of those Tenderers of their representatives, who choose to be present and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.~~

~~20.2.2~~ **The Tenderers' names, the Percentage rate (Above or Below or At Par), the Tender prices, the total amount of each Tender, any discounts,** ~~Tender modifications and withdrawals,~~**and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.**

20.2.3 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final until and unless the Employer declares the successful Tenderer taking into account the Cl. 22, 23, 24 and 25 below.

20.2.4 **Conditional Tenders are not acceptable and will be summarily rejected.**

20.2.5 **The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITT Sub-clause 20.2.3.**

21. Process to be confidential

21.1 **Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.**

22. Clarification of Tender submittals

22.1 **To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause24.**

22.2 **Subject to ITT Sub-clause22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.**

22.3 **Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderers' Tender.**

23. Examination of Tenders and determination of responsiveness

23.1 **The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.**

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.2 **A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the**

competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 **If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.**

24. Correction of errors

24.1 **The Item rates and/or Percentage (above /below/at par) indicated in the Financial Package shall be final and no adjustment /corrections to the Tender prices shall be made on any account. The Employer will evaluate and compare the Financial Packages of all Tenders as stipulated under ITT clause 25.**

24.2 **Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:**

~~(a) where there is a discrepancy between the rates/percentage in figures and in words, **the words will govern**; and~~

~~(b) Where there is a discrepancy between quoted rate of percentage above/below/at par and amounts derived, the quoted rate of percentage above/below/at par will govern and the amount will be calculated accordingly.~~

~~(c) If no percentage rate has been indicated either in words or figures, the percentage rate shall be considered at par and the amount shall be calculated accordingly.~~

~~(d) If any Tenderer quotes more than one rate of percentage, the lowest rate shall be considered.~~

~~(e)~~ **where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate /percentage as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate /percentage will be corrected.**

24.3 **The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest Money Deposit shall be forfeited in accordance with Sub-clause 14.8 of ITT.**

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23._No Tender will be considered if complete requirements covered in the schedule is not included in the Tender.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to ITT Sub-clause24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered.

25.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.5 ~~The estimated effect of the price adjustment conditions, under relevant Clause of the General Conditions of Contract, during the implementation of the Contract, will not be taken into account in Tender Evaluation.~~

~~25.6~~ **If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to condition as specified in Special Conditions of Contract.**

~~25.7~~

F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to ITT Clause 28 ~~and ITT clause 34, ,~~ the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be:

(a) eligible in accordance with the provisions of ITT Clause 2, and

(b) Qualified in accordance with the provisions of ITT Clause 3.

27. Employer's right to vary Quantities during the Contract

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions **as defined GCC Clause** ~~34~~ 41 **and the Special Conditions of Contract.**

~~27.2~~

28. Employer's right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer/s or any obligation to inform the affected Tenderer/s of the grounds for the Employer's action. In such a case, EMD shall be released/returned promptly.

28.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding

~~28.3~~

29. Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by ~~cable,~~email~~, telex or facsimile~~ confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 **Unless until a formal Agreement is prepared and executed, the Tender together with a "Letter of Acceptance" shall constitute a binding Contract between both the Parties.**

29.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to the Employer.

29.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge the Earnest Money Deposit, pursuant to ITT Clause 14.

29.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

30. Security deposit / Performance Security

~~30.1~~ **Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in Proforma-B of Section-9 for an amount as specified in 'Appendix to Form of Tender' (Section 4).**

30.1.1 Tenderer shall furnish an additional Performance Security for abnormally low quoted Tenders which shall be calculated as below:

(i) If the Tender price offered by the lowest Evaluated Tenderer is lower than 10% but upto 20% of the Estimated cost, then the additional performance security shall be calculated @ 10% of the difference in the (a) Estimated cost (as mentioned in NIT) - 10% of the estimated cost and (b) the Tender price offered by the lowest evaluated Tenderer.

(ii) If the Tenderprice offered by the lowest evaluated Tenderer is lower than 20% of the estimated cost then the additional performance security shall be calculated @ 15% of the difference in the (a) Estimated cost (as mentioned in NIT) - 10% of the estimated cost and (b) the Tender price offered by the lowest evaluated Tenderer.

30.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-clause30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit.

31. Corrupt or Fraudulent practices

31.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL:

(a) **defines, for the purposes of this provision, the terms set forth as follows:**

(i) **"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and**

(ii) **"Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;**

(b) **will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;**

(c) **will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed Contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed Contract.**

31.2 **Furthermore, Tenderers shall be aware of the provision stated in Sub-clause 47.2 of the General Conditions of Contract.**

32. One Tender per Tenderer

Each Tenderer shall submit only one (01)~~Tender~~) Tender. A Tenderer who submits or participates in more than one (01) Tender (other than as a Subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

~~33.~~ Site visit

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a Contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

~~G.~~ PREFERENCE TO MAKE IN INDIA

34. Local Content

34.1 Local Content (LC):

Minimum "Local Content" (LC) shall be **90%for 'Class-I Local Tenderer'**

All Tenderers, shall certify in their Tender that the Local Content in their Tender is 90%.

Definitions of 'Class-I LocalTenderer's as mentioned in 'General Conditions of Contract' of this Tender document.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this bid process during the period of the debarment.

34.2 Verification of 'Local Content' (LC):

The Tenderer shall submit following documents:

Self-certification, as per Proforma given in 'Annexure-5', that the item/s offered meets the minimum 'local content'. Absence of such certificate in their Tender submittals shall disqualify the Tenderer.

34.3 a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

b) Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.

c) Tenderers are advised to note that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 16.09.2020 and Ministry of Housing and Urban

Affairs letter No K-14011/08/2017/MRTS-Coord Dated 14.10.2020.

d) Tenderers are also advised to note the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.

34.4 **Not Used**

35. **Eligible Source Countries of the Tenderer**

35.1 Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender only if the Tenderer is registered with the "Competent Authority".
['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].

Note:

Tenderers are advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.

35.2 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".

35.3 In this regard, the Tenderer shall provide a certificate as per Proforma given in 'Annexure-6'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

35.4 Not Used

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36. ~~While all efforts have been made to avoid errors in drafting this Tender documents and the Tenderer is advised to check the same carefully and seek clarification within the scheduled period only. No claim on account of any errors detected in Tender document shall be entertained~~

~~PREFERENCE TO MAKE IN INDIA~~

~~Local Content& Purchase Preference~~

~~Local Content (LC):~~

~~Minimum "Local Content" (LC)~~ ~~shall be~~ **~~100%90% for 'Class-I Local Tenderer'~~** ~~and 20% for 'Class-II Local Tenderer'.~~

~~All suchTenderers,whoshall certify in their Tender that the Local Content in their Tender is 100%.minimum 90%, shall be treated as 'Class-I Local Tenderer' and Local Content in their Tender is minimum 20% (i.e. 20% to less than 90%) will be treated as Class-II Local Tenderer and Tenderer having Minimum Local Content less than 20% shall be treated as 'Non-Local Tenderer'.~~

~~Definitions of 'Class-I Local Tenderer',Class-IILocal Tenderer' and 'Non-Local Tenderer' are isas mentioned in 'General Conditions of Contract' of this Tender document.~~

~~However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this bid process during the period of the debarment.~~

~~Verification of 'Local Content' (LC):~~

~~The Tenderer shall submit following documents:~~

~~Self-certification,~~ ~~as per proforma given in 'Annexure-5', that the item/s offered meets the minimum 'local content'.and shall give details of the locations(s) at which the local value addition is made as per 'Attachment to Annexure-5', and~~

~~[18]a Certificate~~~~from the Statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Tenderers other than companies) giving the percentage of local content. Alternatively, the Tenderer may also submit the said certificate within15 days of submission of Tender.~~

~~Absence of such certificate(s)in their Tender submittals shall disqualify the Tenderer.~~

~~a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.~~

~~b) Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.~~

~~c) Tenderers are advised to note that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 16.09.2020 and Ministry of Housing and Urban Affairs letter No K-14011/08/2017/MRTS-Coord Dated 14.10.2020.~~

~~d) Tenderers are also advised to note the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by~~

[18] ~~*This provision is applicable for Tenders with Estimated value more than INR 10 Crore. Otherwise, this provision shall be deleted.*~~

~~the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.~~

~~**Not Used**~~

~~**Purchase Preference:**~~

~~The **Margin of Purchase Preference** shall be **20%** to the Class-I Local Tenderers meeting the minimum 'Local Content' criteria.~~

~~**Non-divisible Tendered Work**[19]~~

~~The Tendered work is not divisible in nature, hence, in terms of clauses 3A(c) and 3A(d) of Public Procurement (Preference to Make in India) Order2017- Revision dated 16.09.2020, the Contract for the Tendered works shall be awarded as below:~~

~~Among all qualified Tenderers, the lowest evaluated Tenderer will be termed as L1. If L1 is from a 'Class-I Local Tenderer', the Contract for the full quantity will be awarded to L1.~~

~~If L1 is not 'Class-I Local Tenderer', the lowest bidder among the 'Class-I Local Tenderer', will be invited to match the L1 price subject to Class-I Local Tenderer's quoted price falling within the margin of purchase preference, and the Contract for the full quantity shall be awarded to such 'Class-I Local Tenderer' subject to matching the L1 price.~~

~~In case such lowest eligible 'Class-I Local Tenderer' fails to match the L1 price, the 'Class-I Local Tenderer' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded for the full quantity accordingly. In case none of the 'Class-I Local Tenderer' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder for the full quantity.~~

~~'Class-II Local Tenderer' will not get purchase preference in this Tender.~~

~~**Determination of Contract prices of 'Class-I Local Tenderer' under Purchase Preference:**~~

~~In the event of Lowest 'Class-I Local Tenderer' agreeing in writing to match the 'Tender Total' of the lowest evaluated Tenderer (L1), in accordance with ITT Clause 34.4.1, the 'Evaluated Tender Total' of 'Class-I Local Tenderer' shall be adjusted to match with the 'Evaluated Tender Total' of the lowest evaluated Tenderer (L1).~~

~~Tenderers shall note that the adjustment of price/s under purchase preference shall generally be made as above. However, in any peculiar cases, which do not get covered as per the above stated procedure, the Employer at his discretion shall adopt an appropriate methodology which is beneficial/ advantageous to the Employer for adjustment of prices. The Employer's decision in this regard shall be final and binding on the Tenderer.~~

~~Notwithstanding, it shall be ensured that after adjustment, the Tender Total of the Class-I Local Tenderer shall be equal to the Tender Total of lowest evaluated price (L1).~~

~~Eligible Source Countries of the Tenderer~~

~~Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender only if the Tenderer is registered with the "Competent Authority". Further, any Tenderer (including Tenderer from India) having specified 'Transfer of Technology' (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same Competent Authority.~~

~~*['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].*~~

~~*Note:*~~

~~*Tenderers are advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.*~~

[19] ~~*This Tendered work is considered to be non-divisible in nature in accordance with PP(PMII)- Order dated 16.09.2020. In case the Tender is divisible in nature, the same shall be modified suitably.*~~

~~The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".~~
~~In this regard, the Tenderer shall provide a certificate as per Proformagiven in 'Annexure-6'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.~~
~~Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC) /Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEM) or their authorized agents, shall be exempted from the requirement of registration. Not Used~~

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SECTION 3: QUALIFICATION INFORMATION

1. The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1	**Constitution or legal status of Tenderer**	**[Attach copy]**
	Agency in which Registered (with Registration No.)	**..... (Attach Copy)**
	Principal place of business:	**.....**

	Particulars	**Financial** Year [20]	Total Value of works for the year	Multiplication factor for updation **of Value of Work** to .....2024-25[21]	Total value of Works updated to 2024-25.....[22]
1.2	Total value of **works*** executed and payments received year wise in the last five years (in Rs. Lakhs) #	2019-20~~2018-19~~FY 5		**1.31**	
		2020-21~~2019-20~~FY 4		**1.23**	
		2021-22~~2020-21~~FY 3		**1.14**	
		2022-23~~2021-22~~FY 2		**1.07**	
		2023-24~~2022-23~~FY 1		**1.00**	

***** Value of **work** as defined in ITT clause 3
# - Attach Certificate from practicing Chartered Accountant

1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

[20] *~~Change years FY1 to FY5 appropriately. FY1 corresponds to the immediate previous year preceding the financial year in which tender is invited~~*
[21] *~~Updated to the FY in which the Tender is invited. The value of the completed works shall be given a weightage of 107% per year to bring them to the price level of the FY in which the Tender is invited.~~*
[22] *~~Updated to the FY in which the Tender is invited. The value of the completed works shall be given a weightage of 710% per year to bring them to the price level of the FY in which the Tender is invited.~~*

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works[23]** remaining to be completed (Rs. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

.....
.....
** Attach Certificate duly attested by the Employer or Engineer in charge of the ongoing works.

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

.....
.....

1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
.....
.
.....
.

1.5 Work performed as Prime Contractor (in the same name) on works of similar nature during the last five (05) years **counted 28 days prior to the date of Tender submission *[with respect to ITT clause 3.4(b)]*.**

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of Work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

.....
.....

1.6 ~~The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below;~~

[23] ~~*Attach Certificates duly attested by the Employer or Engineers-in-Charge, of the on-going works.*~~

Item of Equipment	Requirement[24]			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

1.7 Construction equipment owned / leased by the Tenderer and equipment proposed to be deployed on this contract, if awarded;

(i) Hydra crane 60' boom having capacity to carry minimum 2 person - 2Nos
(ii) Chain saw/ tree cutting machine -03Nos
(iii) Fall Protection Equipment / Safety belts- 05 Nos.
(iv) Personal Protective Equipments - 20 Nos

.....
.....

1.8 Reports on the financial standing of the Tenderer, such as profit and loss statements, **balance sheet** and Auditor's reports for the last five (05) years**(Provisional Financial statements are not acceptable);**

1.9 Qualification and experience of the key technical and Management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this Contract, if awarded.

1.10
1.11 Not Used.
1.12 Proposals for subcontracting components of works amounting to more than 20% of the ContractPrice *[for each, the qualifications and experience of the identified subcontractor in the relevant fields should be attached.]*

Item of Work	Value of Sub-Contract	Identified Subcontractor (Name and address)	Experience of similar work[25]

.....
.....

1.13 Quantities of work executed as Prime Contractor (in the same name) during the last five (05) years counted 28 days prior to the date of Tender submission *[with respect to ITT clause 3.4(e)].*

Year[26]	Name of Work	Name of Employer	Quantity of work performed[27]			Remarks (Indicate Contract
			Item (1)	Item (2)	Item (3)	
FY 5						

[24] *The item of equipment, required number and capacity should match with those specified in ITT Clause 3.5 (a).*
[25] *Attach certificates from the respective Employers*
[26] *Change years appropriately*
[27] *Items of works for which data is required should tally with that specified in ITT clause 3.*

FY 4						
FY 3						
FY 2						
FY 1						

1.14 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.5 (b): Cash in hand, Letter of Credit, etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the Contract for this work, namely "..... *(name of the work)* ....." is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address: .....

1.15 Information on litigations in which the Tenderer is involved.

Employer	Other Party(ies)	Details of dispute	Amount involved	Remarks showing present status

.....
.....

1.16 The proposed methodology and program of Works, backed with equipment planning and deployment, duly supported with broad calculations and Quality Control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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SECTION 4: FORM OF TENDER

NIT No : **BMRCL/2024-25/BD/WORK_INDENT.**.....

Description of Work: **Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot.~~Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2.~~**.....

To:
~~.....,~~
~~.....(name and complete address of the employer),~~
~~.....,~~
~~Bengaluru, PIN: .....,~~
~~Karnataka, India.~~
Bangalore Metro Rail Corporation Limited (BMRCL)
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore- 560027.
Karnataka, India

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification no ..... dated ..... including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents ~~in duplicate~~**online through Karnataka Public Procurement Portal,** which includes the following for the said work;

a) **Tender Security / Earnest Money Deposit (EMD)**
b) **Qualification cum Technical Package** and Financial package

c) ~~Financial Package.~~

I/We hereby agree to submit the original documents in hardcopy as stipulated under ITT clause 19.2.~~.~~

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the 'Bill of Quantities' which are made part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender validity period specified in ITT Clause 13 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ..... day of ..... 20 .....

Yours faithfully,

_____
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"....."

(To be submitted duly printed, signed and stamped by the ~~authorised~~authorized signatory of the Tenderer on Tenderer's letter pad).
(To be digitally signed, using Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage issued by any Certifying Authority recognized by CCA India), by the ~~authorised~~authorized signatory of the Tenderer on Tenderer's letter pad).

APPENDIX TO FORM OF TENDER

SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)

1.	**Employer's Name & Address**	~~.....,~~ ~~.....(name and complete address) ....,~~ ~~.....,~~ ~~Bengaluru, PIN: .....,~~ ~~Karnataka, India~~Bangalore Metro Rail Corporation Limited (BMRCL) III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bangalore- 560027. Karnataka, India.
2.	**Warranty/Defects Liability Period** ~~(GCC clause 50)~~	~~The Warranty/Defects Liability Period shall start from the date of acceptance by the Employer and shall continue until **..... months** from that date of acceptance as in GCC clause 50.~~Not applicable
3.	**Validity of Tender** **(ITT clause 13)**	**120 days[28] from the latest date of submission of Tenders as per ITT clause 13.**
4.	**Tender Security / Earnest Money Deposit (EMD)** **(See Clause 14 of ITT)**	**Earnest Money Deposit (EMD) of INR 50,000 /- (Rupees Fifty Thousand Nine Hundred and Forty Six Only)~~.....90,000/- (Indian Rupees .....Ninety only~~Thousandonly)~~ as per ITT clause 14.**
5.	**Contractor's Name & Address with telephone No and e-mail id**	***.....(To be filled in by the Tenderer) .....***

[28] ~~*This may be reviewed according to requirement.*~~

6.	~~Submission of queries and pre-bid meeting,~~ D~~d~~**ate and time of Tender Submission, Tender opening and Place.**	• ~~**Last date for submission of queries by Tenderers:**~~ ~~As specified in eProcurement Portal~~ • ~~**Date of Pre-bid meeting:**~~ ~~As specified in eProcurement Portal~~ • ~~**Date for Tender Submission:**~~ **As specified in e-Procurement Portal** • **Date for Tender Opening:** **As specified in e-Procurement Portal** • **Place:** **Office of the ……,** ***…… (name and complete address)…*****,** **……,** **Bengaluru, PIN: ……,** **Karnataka, India.**
7.	**The Work consists of**[29]	~~……*[brief summary, including relationship to other Contracts under the Project]*……~~ ~~……~~**~~Pruning Of Tree Branches Along The Metro Railway Viaduct~~**Comprehensive Annual maintenance of RO and STP/ ETP Units
8.	**Start Date(Date of commencement of works)**	The date of Signing of Contract Agreement ~~The date of issue of 'Letter of Acceptance' (LOA)~~ **or the date specified in the 'Notice To Proceed', as the case may be.**
9.	**The Stipulated Completion Date for the whole of the Works**	~~……~~~~12~~ 12 **months from the start date.** ~~**Milestone dates**[30]**, Physical works to be completed and Period from the date of issue of Notice to Proceed with the Work~~ ~~Milestone 1: ……, ……~~ ~~Milestone 2: ……, ……~~

[29] ~~*To be filled by the TIA before issue of the Tender document.*~~
[30] ~~*Milestone can be defined, if any, or deleted.*~~

10.	**The following documents also form part of the Contract** **(See Clause 2.2 of GCC)**	(1) **Contract Agreement** (2) **Letter of Acceptance, Notice to Proceed with the works** (3) **Instruction to Tenderers/ Bidders** (4) **General Conditions of Contract** (5) **Special Conditions of Contract** (6) **Form of Tender / Bid Form** (7) **Technical Specifications including scope of work** (8) **Bill of quantities** (9) **Drawings** -Attached ~~Nil~~ (10) **Contractor's Proposals** (11) **All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of the LOA.** (12) **Any other document forming part of the Contract.**
11.	**The Site Data**[31]	..... ~~**Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2.**~~ At Line-2 and Peenya Depot.
12.	**Amount of Performance Security** **(See Clause** ~~25~~ 36 **of GCC)**	**10% of the Contract Value in INR. In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original Contract Price, the Performance Security shall be suitably adjusted** ~~at every 6[32] month at~~ as per **the request of the Employer. The Performance Security shall be in the form of Demand Draft/ Pay Order/ Banker's cheque/ Electronic Bank Guarantee or Bank Guarantee drawn on and payable & extendable at a designated branch in Bengaluru.**

[31] ~~*To be filled by the TIA before issue of the Tender document.*~~
[32] ~~*This period may be modified based on the Completion period.*~~

13.	**Liquidated Damages** ~~(See Clause 40 of GCC)~~	The liquidated damages for the whole of the works are 0.1% of the contract value ~~Rs 56007056.00/-~~ per day. The maximum amount of liquidated damages for the whole of the works is **ten percent (10%)** of final contract price. The liquidated damages for the whole of the works are Rs. ~~.....*(usually 0.1% of the Contract Price)* per day and that for the milestones are as under:~~ ~~For Milestone 1: Rs. ..... per day~~ ~~For Milestone 2: Rs. ..... per day~~ ~~.....~~ ~~The maximum amount of liquidated damages for the whole of the works is **ten percent (10%)** of final Contract Price.~~
14.	**Program& Methodology (see clause ~~21~~ 34 of GCC)**	NIL. ~~Work Program& Methodologyshall be submitted within 15 days of issue of LOA or earlier as required by the Employer/Engineer.~~
15.	**Payment upon Termination – Computation of additional cost to the Employer(GCC Clause ~~47.1~~48)**	**The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30[33] percent.**
16.	**As-Built Drawings and Operation & Maintenance Manuals** **(If applicable** ~~as per GCC Clause 45)~~)	NIL ~~The date by which "as-built" drawings (in scale .....) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.~~ ~~The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.~~ ~~The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **1%**[34] of the Final Contract Value.~~
17.	~~**Insurance** (GCC Clause 26)~~	~~**Sl. No.** / **Type of Cover** / **Minimum cover for Insurance**[35]~~ ~~(i) / Works and of Plant and materials / The Sum stated in the Agreement plus 20%~~

[33] ~~*Change if need be. It should be sufficient to get the balance of works completed by alternative agency.*~~
[34] ~~*This may be varied depending up on nature of work and importance of the work and The amount should be sufficient to get the completion drawings prepared by alternative agency in case the contractor fails to submit.*~~
[35] ~~*Employer to specify as per requirement. Exclusions if any should also be specified*~~

		~~(ii)~~	~~Loss or damage to equipment~~	~~Full replacement cost~~
		~~(iii)~~	~~Loss or damage to property~~	~~Full replacement cost~~
		~~(iv)~~	~~Personal injury or death Insurance~~ ~~(a) For Third Party~~[36]	~~.....~~
			(b) ~~For Contractor's Employees or labour~~	~~In accordance with the statutory requirements applicable to Karnataka.~~
23.	~~The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of Works (GCC Clause 21).~~	~~.....~~ ~~.....~~ ~~.....~~		

[36] ~~*Specify an appropriate figure as per the latest Govt. Order or guidelines or statutory requirements.*~~

BILL OF QUANTITY

Name of work: Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot

NON-SOR ITEMS

(Schedule')

Sl. No.	Description of item (with brief specification)	Unit	Qty	Basic SOR Rate	Amount, in INR
1.	Maintenance of existing drinking water purifiers in elevated stations of line-2 for a period of 1 year with skilled, unskilled man powers , tools and plants, Consumables , lead, periodical/immediate replacement of membranes, filters and replacement of electrical, plumbing fittings etc, as and when required attending emergencies, conducting joint water quality test with BMRCL staff along with testing kit at specified interval. Maintaining the water purifiers in perfect working conditions at all times and maintenance of test registrar etc complete and as directed by engineer in charge				
	15 LPH	**Nos**	24	11,907.00	2,85,768.00
	25 LPH	**Nos**	13	19,845.00	2,57,985.00
	50 LPH	**Nos**	24	24,806.00	5,95,344.00
	500 LPH	**Nos**	1	27,783.00	27,783.00
2	Preventive maintenance by repairs/replacements of equipments like pumps air blowers, electrical motors, panel boards, pipes, cables, wire switch boards etc. complete which includes inspection charge of technician on daily basis process corrections, including providing / applying of chemicals, enzymes consumables, lubrications, replacement of media etc for the STP including minor repair spares etc.				
	Peenya Depot (STP & ETP)	**Nos**	1	2,48,063.00	2,48,063.00

Sl. No.	Description of item (with brief specification)	Unit	Qty	Basic SOR Rate	Amount, in INR
	R4B Stations (STP)	**Nos**	5	1,98,450.00	9,92,250.00
	Total Schedule				24,07,193

(Rupees Twenty Four Lakhs Seven Thousand One Hundred and Ninety Three Only)

Note :

(i) For Schedule items one common percentage for all items above/par/below is to be quoted.

FINANCIAL BID PROPOSAL SHEET		
Particulars	In Figures	In Words
Total Estimated cost (a) (Schedule)	**Rs.** 24,07,193 **/-**	**Rupees Twenty Four Lakhs Seven Thousand One Hundred and Ninety Three Only**
Tender Premium in (%) percentage	..... % (Above / Below / At Par)	.....Percentage (Above / Below / At Par)
Tender Premium in Amount (b)	Rs.	Rupees..... ....only
Total Schedule Price (c) =[Total Estimated Cost (a) + Tender Premium in Amount (b)]	Rs.	Rupees ....only

Indian Rupees: ..... (In figures)

.....

.....(in words)

Note:

1. **Taxes & Duties:**

The Quoted price shall be inclusive of labour cess charges and duties under applicable law but exclusive of CGST and SGST as specific under GCC Clause 39. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL.

The evaluation and comparison of Tenders shall be made accordingly (exclusive of CGST & SGST) by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

2. **Income Tax (IT) deduction**: Income Tax as per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

3. The Quoted Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source. .

4. **UNPRICED ITEMS**

Items against which no rate or sum is entered by the Tenderer, whether quantities are stated or not shall be regarded as covered by other rates in the Statement of Prices/Tender Pricing. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of quantities. The Tenderer shall price his Tender accordingly and the Percentage quoted (Above / Below / At par) in the BOQ entered shall be full and only price paid for all work performed against that item except as described in the Tender Documents.

5. BMRCL will consider the above prices for evaluation of Tender only.

6. Tenderer shall quote the Tender Premium (Above/Below/At par) on the Total Estimated Cost in the above 'Financial Bid Proposal'.

SIGNATURE OF THE TENDERER

~~PAGE INTENTIONALLY LEFT BLANK~~**~~BILL OF QUANTITY~~**

~~Name of work:Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2.~~

~~(NON SOR ITEMS)~~

~~(Schedule-A)~~

~~Sl. No.~~	~~Description of item (with brief specification)~~	~~Unit~~	~~Qty~~	~~Unit Rate, in INR~~	~~Amount, in INR~~
~~1~~	~~Trimming / pruning of different types of trees along sides of metro railway viaduct which is touching and~~	~~Nos~~	~~740~~	~~3000.00~~	~~22,20,000.00~~

Sl. No.	Description of item (with brief specification)	Unit	Qty	Unit Rate, in INR	Amount, in INR
	protruded inside the viaduct, from Whitefield to ChallaghattaMetro station. Tree branches to be cut up to a minimum of 03 meters away from viaduct by using hydraulic crane of 60' height. Skilled labour to clear and carry all cut tree branches, debris etc., by using vehicle and to be disposed away from road/metro premises Twice a year, for One years. (370 trees x 2 times = 740 no trees)				
2	Trimming / pruning of different types of trees along sides of metro railway viaduct which is touching and protruded inside the viaduct, from Nagasandra to Silk institute Metro station. Tree branches to be cut up to a minimum of 03 meters away from viaduct by using hydraulic crane of 60' height. Skilled labour to clear and carry all cut tree branches, debris etc., by using vehicle and to be disposed away from road/metro premises Twice a year, for One years. (380 trees x 2 times = 760 no trees)	Nos	760	3000.00	22,80,000.00
	Total of Schedule 'A'				**45,00,000.00**

(Rupees Fourty Five Lakh only)

Note:

For Schedule 'A' one common percentage above/par/below is to be quoted.

(ii) For Schedule 'A' items one common percentage for all items above/par/below is to be quoted.

(iii) Contract percentage Quoted for Schedule 'A' items shall not be applicable to Schedule 'B' rates

Note:

7. **Taxes & Duties:**

The Quoted price shall be inclusive of LabourCess Charges and duties and labourcess charges under applicable law but exclusive of CGST and SGST as specific under GCC Clause 39. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL.

The evaluation and comparison of Tenders shall be made accordingly (exclusive of CGST & SGST) by BMRCL No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

8. **Income Tax (IT) deduction**: Income Tax as per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

9. The Quoted Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source.

10. **UNPRICED ITEMS**

Items against which no rate or sum is entered by the Tenderer, whether quantities are stated or not shall be regarded as covered by other rates in the Statement of Prices /Tender Pricing. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of quantities. The Tenderer shall price his Tender accordingly and the Percentage quoted (Above / Below / At par) in the BOQ entered shall be full and only price paid for all work performed against that item except as described in the Tender Documents.

11. BMRCL will consider the above prices for evaluation of Tender only.

12. Tenderer shall quote the Tender Premium (Above/Below/At par) on the Total Estimated Cost in the above 'Financial Bid Proposal'.

SIGNATURE OF THE TENDERER

SECTION 5: GENERAL CONDITIONS OF CONTRACT

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SECTION - 5

GENERAL CONDITIONS OF CONTRACT

~~A.~~
~~B.~~ General

1. Definitions

1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a. **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.

b. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.

c. The "**Contract**" is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in GCC Clause 2.2;

d. The **"Contractor"** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract;

e. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.

f. The **"Contract Value or Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

g. **"Days"** are calendar days; **"months"** are calendar months.

h. A **"Defect"** is any part of the Works not completed in accordance with the Contract.

i. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

j. **"Drawing"** means the drawing or drawings specified in or annexed to the specification;

k. The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,

l. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

m. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

n. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute the Works.

o. The **"Initial Contract price"** is the Contract Price listed in the Employer's Letter of Acceptance.

p. **"Letter of Acceptance"** means the letter or memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

q. **"Materials"** are all supplies, including consumables, used by the contractor for incorporation in the Works.

r. **"Notice to proceed"** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

s. **"Plant"** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

t. The **"Project Site"** or **"Site"** means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Employer for the purpose.

u. **"Appendix to Form of Tender"** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

v. **"Signed"** includes stamped, except in the case of acceptance of Tender or any amendment thereof;

w. **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

x. The **"Start Date"** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.

y. The **"Stipulated Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.

z. A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

aa. A **"Variation"** is an instruction given by the Employer which varies the Works.

bb. **"Works"** means what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data/Description of the work/Technical specifications/Scope of works.

2. Interpretation

2.1 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" also mean Tender / Bid.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Bill of quantities
(4) Technical Specifications
(5) Drawings- Not used
(6) Special Conditions of Contract
(7) General Conditions of Contract
(8) Contractor's Proposal and
(9) Any other document listed as forming part of the Contract.

3. Law governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing, subject to condition as specified in Clause 3 of Special Conditions of Contract. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 Not Applicable.

9.5 The Contractor shall ensure that the persons deployed are well trained and well qualified for the assigned task and will take necessary instructions from the Engineering Department of BMRCL, for round the clock deployment of trained personnel. Contractor shall ensure compliance of all statutory provisions and labour laws.

9.6 The Contractor will have to engage sufficient and well trained staff on site to ensure proper Schedule Maintenance and to attend Breakdown calls round the clock all 7 days a week & 365 days a year inclusive of all holidays & Sundays.

9.7 Compliance with Labour Regulations

9.7.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Subcontractors arising from the conduct of the Works; or

(b) A cause due solely to the design of the Works, other than the Contractor's design; or

(c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Contractor:

(i) Could not have reasonably foreseen; or

(ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) Prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) Insure against such loss or damage."

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Contractor to execute the Works

13.1 The Contractor shall execute the whole and every part of the AMC work in the most professional and workman like manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the Engineer. The Contractor shall comply with the provisions of the Contract and with the care and diligence & execute and maintain the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance.

13.2 The Contractor shall execute the AMC Works in accordance with the Scope of Work.

13.3 The Contractor shall supply the spare parts and materials which are found defective during the Contract period without any extra cost.

14. Completion of AMC Works

14.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer.

14.2 After expiry of AMC Contract, the Contractor shall hand over to BMRCL all the equipment in good working condition as they are being taking over at the time of starting of CAMC.

15. Safety and Security Measures

15.1 The Contractor shall be responsible for the safety of all activities on AMC site during the AMC work.

15.2 It shall be the entire responsibility of the Contractor to adopt all the safety measures & deploy only those personnel during maintenance of the equipment under AMC, who are adequately trained in safety. If any accident occurs due to wrong operations during maintenance or due to negligence on the part of the Contractor's personnel, it shall be the full responsibility of the Contractor. In case by the negligent act of the Contractors or officials of Contractor, if there is loss / damage to BMRCL property, the Contractor will be solely responsible. BMRCL reserves the right to recover such amount along with damage from the bills of Contractor or through legal proceedings. Employer's decision in this regard will be final and binding.

15.3 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.

15.4 The Contractor's employees and representatives shall wear safety/protection wear as required at site.

16. Access to the Site

16.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the AMC Site, to any place where AMC works in connection with the Contract is being carried out or is intended to be carried out and to any place

where CAMC materials are being manufactured / fabricated / assembled for the works.

17. Instructions

17.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the AMC work site is located.

17.2 BMRCL shall have the right to make Minor Alterations/Additions/Substitutions in the specifications or in the Scope of Work or issue instructions that may be deemed necessary during the period of the Contract and Contractor shall carry out the work in accordance with the instructions which may be given to him by BMRCL's representative.

18 Sufficiency of Tender

I. The Contractor shall be entirely responsible for sufficiency of Prices quoted by him in for AMC.

II. The Contractor shall be paid for only at quoted/accepted Prices for the activities given in the Specifications/ Scope of work.

III. The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion and maintenance of the works, if required Contractor shall obtain clearances from concerned local authorities at his cost. The cost of any item for which contractor has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities. The Contractor shall also co-ordinate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. BMRCL shall entertain no claim on this account.

19 Contractor's Office

I. The Contractor shall establish an office in the Bangalore in consultation with the Engineer In-charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to Engineer In-charge. In addition, the Contractor may set up field offices at convenient and approved locations for co-ordination and for monitoring the progress of fieldwork at his own cost.

II. The Maintenance Engineer deployed for the maintenance activities should be qualified and trained in the relevant work with valid competency certificate issued by the Contractor and has the knowledge of safety procedures. The Personnel deployed shall be covered with all statutory requirements at the cost of the Contractor.

20 Noise and Disturbance / Pollution

I. All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

II. Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

21 Supply of Materials, Tools & Plant and Equipment:

I. No material, tools, machinery, plant and equipment shall be supplied by the Employer except as mentioned in the Tender Document. The Contractor has to arrange all tools, equipment as well as consumables required for the work.

II. Not used.

III. The Contractor shall supply the items as installed of the same make in the existing equipment. Replacement of all the spares/components shall be of the same make, type and model. If the make and model not available in the market same shall be replaced by an equivalent make after obtaining approval/clearance from the date of NIT.

IV. The Contractor shall supply free of cost, spare parts including materials which are worn out or have become defective during the Contract period. The quoted cost shall include the repairs and replacement of all the Electrical/Mechanical parts, wherever required during the AMC period.

V. In addition to the above, contractor shall replace all the required units of RO & STP consequent to ageing and defects during the Contract period and quoted cost shall include the cost of these items also.

22 Use and Care of Site

I. The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Employer.

II. All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the Contractor at his cost. The transportation for disposing the debris shall also be arranged by the Contractor. The Waste disposal shall be done in sealed condition without affecting the Environment.

III. All Electrical and Electronic equipments shall be cleaned under the supervision of an authorized representative of BMRCL.

IV. The Contractor shall clean only these areas of the Electrical / Electronic & other specified equipment which are either mentioned in the specifications or are permitted by the Employer or mentioned by the authorized representative of the Employer.

23 Housing Facilities:

I. The Contractor shall have to make his own arrangements for housing, boarding / lodging facilities for his staff / engineers.

24 Supply of Water and Electricity

I. The Employer shall make arrangements for Water supply and Electricity, pneumatic supply necessary for the Works.

II. The Contractor shall make his own arrangements to tap the Electricity from the nominated sockets / points. The Contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly following all safety precautions.

III. The Contractor shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the Contractor shall make his own arrangements / alternative arrangements.

IV. The Contractor should make his own arrangements to draw the water from the available water point to the working place in such a manner without affecting the premises.

V. The Contractor should make his own arrangements for Electricity and Water if the Employer fails to provide Electricity and Water supply due to Technical or any other reasons beyond the control of the Employer.

25 Access Roads

I. Existing roads and other public roads may be used by the Contractor to carry out required maintenance activities, with prior approval of the Competent Authority.

II. The Contractor shall repair any damage to the road or bear the cost thereof due to movement of Contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of Employer.

26 Maintenance instructions and checklists

The Contractor shall provide the Operation and Maintenance instructions and check sheets to Engineer for normal upkeep of the machine and its equipment. The various schedules for the maintenance shall be suitably integrated in the AMC.

27 Maintenance Records:

The Contractor will have to maintain proper records pertaining to all preventive/breakdown maintenance activities or any other activities carried out with respect to Annual maintenance contract for RO drinking water units, STP and ETP units at Line 2 metro stations, RSS switch yards and Peenya depot. A copy of the same shall be submitted to BMRCL.

28 Duties, Taxes, Octroi, Royalty Etc.

I. The rates and prices quoted for each item shall be inclusive of applicable taxes and duties excluding CGST & SGST. BMRCL shall pay the applicable CGST & SGST as invoiced by the contractor to BMRCL and as per law. The quoted price also includes insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor to the authorities and including Tax to be deducted at source as defined in ITT clause 11.

II. The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor's in respect thereof, which may arise.

III. Income Tax deduction:

As per the prevailing rate shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted. The contractor should not be an Income Tax defaulter.

IV. The Contractor shall be responsible to fulfill all statutory liabilities, if any towards his staff such as payment of minimum wages, PF, ESI, insurance and any other dues etc including all amendments issued by the Govt. from time to time. Being a Principal employer, BMRCL may ask to submit documents in original.

V. Change in Legislation:

Any Statutory variation in taxes and duties, imposition of new levies/taxes after the date of submission of tenders due to change in legislation during the currency of contract will be paid by BMRCL against production of documentary evidence.

29 Possession of the Site

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

30 Annual Maintenance

i) The Contractor shall prepare and submit his detailed working program. As per the frequency shown in the Technical Specifications.

ii) The period of Contract is for 12 months from the date of commencement of the work. However, the work should be started within 7 days from the issuance of letter notifying the commencement of work. Employer at its discretion or due to insufficient maintenance may terminate the Contract at any point of time.

iii) Initially the period of Contract is only for 12 months and shall be extended thereafter by the Employer at his discretion.

iv) The Contractor should be capable to work round the clock. The maintenance activities may have to be done during non-operational hours of above plants & equipments, time for which will be intimated to the Contractor.

31 Extension of the Time

31.1 The Employer shall extend the Time of the AMC, if a Variation is issued.

31.2 Not Applicable.

32 Advances

No advances shall be paid to the Contractor.

33 Price Variation Clause

Price variations clause is not applicable in this Contract.

B. Time Control

34. Program

34.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the AMC.

34.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations only.

35. Delays ordered by the Employer

35.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

36. Performance Security / Security Deposit

36.1 36.1 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(a) A crossed **Demand Draft / Pay Order / Banker's Cheque** in favour of the "Bangalore Metro Rail Corporation Ltd," from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bengaluru**.

or

(b) An irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bengaluru in the Form given in Proforma-B of Section 9 to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available inhttps://tenderb.bmrc.co.in.

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in GCC clause 25.1, the Employer may forfeit the Earnest Money Deposit / Tender Security.

36.2 On the performance and completion of the Contract in all respects, the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 03 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The Performance Security will be returned within 03 months after satisfactory completion of Defects Liability Period.

36.3 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

36.4 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfillment in all respects of the Contract and shall in the first instance be valid until 3 months beyond the Defects Liability Period. Before the expiry of the date of

validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

36.5 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Defects Liability Period. All expenses of this shall be borne by the Contractor.

36.6 The Performance Security and or any amendment thereto shall be executed on a Non Judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

36.7 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer :

i) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person Contracting through the Employer or otherwise however, OR

ii) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of clause GCC 46 & 47 of GCC shall apply as far as applicable.

37. Not Used

38. Not Used

C. Quality Control

39. Inspections and Tests

39.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works of the AMC to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications/ Scope of Work shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

39.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall replace the material either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

39.3 The Employer's right to inspect test and, where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

39.4 **Identifying defects**

The Employer shall check the Contractor's work or in the course of the service of RO unit, STP & ETP units and notify the Contractor of any Defects that are found.

Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

39.5 **Uncorrected defects**

If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any monies due to the Contractor from the Employer including Performance Security.

39.6 Nothing in GCC Clause 39 shall in any way release the Contractor from any warranty or other obligations under this Contract.

D. Cost Control

40. Bill of Quantities (BOQ)

40.1 The BOQ shall contain items for the AMC to be carried out by the Contractor.

41. Variations

41.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of AMC of any part of the work.

41.2 The Contractor shall be bound to carry out the AMC work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the Contract.

41.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the scope of work.

41.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation.

If the AMC activities are not in accordance with the Contract, these activities shall not constitute a Variation.

42. Payments for Variations

42.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

42.2 Under no circumstances the Contractor shall suspend the AMC work on the plea of non-settlement of rates for items falling under this Clause. If any disputes, that may be settled in the manner laid down under GCC clause 51 and respective Special Conditions of Contract.

43. Submission of Bills for Payment

43.1 Payment to the Contractor shall be made by BMRCL against **QUADRIMESTER bills** for the work done against this Contract. The payment shall be made after deducting any amounts due from the Contractor by way of mobilization advance, taxes, Security deposit, penalties/recoveries, if any etc. The Contractor should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI. The Contractor shall submit proof of recovery and remittance of the same along with the running bill for the next quadrimester. An indemnification covering BMRCL shall be submitted against any claim during the execution of the Contract or later stage under Employees Provident Fund and Workmen Compensation Act before release of payment of First Bill.

43.2 The Contractor shall submit to the Employer quadrimester bills of the value of the AMC works completed less the cumulative amount paid previously.

43.3 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of value of the quantities of the items in the BOQ completed including variation

43.4 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

44. Payments

44.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay penalty for shortfall in progress.

44.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44.3 The cost of all Spares, Materials & Consumables shall be borne by the Contractor.

44.4 The Contractor shall supply all types of skilled man-power for carrying out Schedule and Breakdown/ Corrective Maintenance free of cost.

44.5 Whenever transportation or handling is needed, the Contractor shall arrange the same at his cost.

44.6 For any deficiency or defective service, an amount proportionate to the rates quoted by the Contractor as given in his Price Bid shall be deducted from the running account payment made to the Contractor. The decision of Engineer shall be final in this regard.

44.7 Due payment after completion of each quadrimester after making any recoveries etc. towards taxes, duties & non-performance as described elsewhere in the Bid documents shall be made to the Contractor. No payment to the Contractor shall be released till the Contractor submits the bill for the work done by him.

44.8 Proportionate payment shall be deducted from the Contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Engineer. In case of any difference of opinion between the Engineer and the Contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the Chief General Manager, BMRCL, whose decision

on the matter shall be final. BMRCL may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 20% of actual spent amount including all actual BMRCL establishment charges, from the Contractor's bills. Repeated lapses in doing the work satisfactorily shall result in rescinding the Contract as described in GCC Clause 48.

45. Penalty

45.1 Penalty for non-completion of work or poor quality of work i.e., improper supervision, short deployment of manpower / equipment / machines / plants and use of inferior quality of materials etc. will be levied. The Contractor shall keep a bank of spares to ensure minimum down time.

The Penalty leviable for delay in execution is as under:

a) Rs. 10,000/- per each hour of delay will be imposed beyond 5 Hours from the time of intimation for each event where in any RO, STP or ETP out of service.
b) The maximum amount of penalty for the whole of the works is ten percent of final Contract price

The decision regarding Penalty & Imposing Penalty shall be of BMRCL. This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work.

45.2 This penalty shall not relieve the Contractor from his obligation to execute the works or from any other of his obligations and liabilities under the Contract.

46. Cost of repairs

Loss or damage to the RO, STP and ETP or Materials to be incorporated in the Start Date and the end date shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

47. Termination

47.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

47.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a. The Contractor stops work for 7 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
b. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
c. The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 10 Hours of receipt of notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing ;
d. The Contractor does not maintain safety and security which is required;
e. The Contractor has delayed the completion of works by the number of days for which the maximum amount of penalty can be paid as defined in the 'Appendix to Form of Tender'; and
f. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

g. If the Contractor has, without reasonable excuse, or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7 (seven) days from the Employer.

h. If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7(seven) days after a notice in writing is given to him in that behalf by the Employer.

i. If the Contractor having been given a notice by the Employer in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an in efficient or otherwise improper or un workmanship like un professional manner shall omit to comply with the requirements of such notice for a period of seven (7) days thereafter.

j. If the Contractor assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Employer.

47.3 When the Contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers:

(a) To determine or rescind the Contract as a foresaid (of which termination or rescission notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit and/or full security deposit recoverable under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of BMRCL. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.

(b) To employ labour paid by Employer and to supply materials to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Employer shall be final and conclusive) against the Contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his Contract. The Certificate of the Employer as to the value of the work done shall be final and conclusive against the Contractor provided always that action under the sub clause should only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

(c) After giving notice to the Contractor to measure up the work of the Contractor and to take such whole, or the balance or part there of as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Employer shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Employer under his

Contract or on any other account what so ever or from his security deposit or the proceeds of sales there of or a sufficient part thereof as the case may be. If the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

(d) Any excess expenditure incurred or to be incurred by the Employer in executing the CAMC works or part of the works or the excess loss or damages suffered or any may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Employer in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

(e) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days the Employer shall have the right to sell any or all of the Contractor's unused materials etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if there after there be any balance outstanding from the Contractor it shall be recovered in accordance with the provision of the Contract.

47.4 In the event of any one or more of the above courses being adopted by the Employer the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of Contract, and in case action is taken under any of the provision afore said, the Contractor shall not be entitled to recover or be paid any sum for any work thereof, or actually performed under this Contract unless and until the Employer has certified in writing the performance of such work and the value to be paid as certified.

47.5 Provided further that if any of the recoveries to be made, while taking action as per 47.3(b) and/or 47.3(c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Employer exceeds the Security Deposits forfeited.

47.6 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 47.2 above, the Employer shall decide whether the breach is fundamental or not.

47.7 If any information furnished by the Contractor is found to be incorrect at any time, the Contract is liable to be terminated for with and the security deposit is liable to be forfeited by the Employer.

47.8 Notwithstanding the above, the Employer may terminate the Contract for convenience. No Compensation what so ever, will be admissible on this account.

47.9 If the Contract is terminated, the Contractor shall stop AMC work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

47.10 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

48 Payment upon Termination

48.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the AMC work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the AMC work not completed as indicated in the 'Appendix to Form of Tender'. Additional penalty shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

48.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, and less advance payments received up to the date, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

49 Release from Performance

49.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

50. Force Majeure

50.1 Notwithstanding the provisions of GCC Clauses 31, 34 and 35, the Contractor shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

50.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

50.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

51. Procedure for Resolution of Disputes

18. The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

52. Limitation of Liability

52.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 58 (i),

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective works / equipment.

53. Governing Language

53.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

54. The Courts of Jurisdiction

54.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

55. Notices

55.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

56. Use of Contract Documents and Information; Inspection and Audit by the Government

56.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

56.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 56.1 except for purposes of performing the Contract.

56.3 Any document, other than the Contract itself, enumerated in GCC Clause 56.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

56.4 The Contractor shall permit the BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the BMRCL, if so required by BMRCL.

57. Site Investigation Reports

57.1 The Contractor, in preparing the Tender, shall rely on any site investigation reports referred to in the 'Appendix to Form of Tender', supplemented by any information available to the Tenderer.

58. Indemnity Clause:

58.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

58.2 The Contractor shall keep a complaint cum suggestion book in a conspicuous place at the ground floor in front of RO, STP or ETP in which the visitors may record their complaints/suggestions. The Contractor shall send a copy of the complaints/suggestions so received to BMRCL every month.

58.3 The Contractor shall ensure that the attendants provided by him maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to BMRCL or its visitors or any other person. In the event of the complaint by the Assistant Manager / Manager (CSW) BMRCL, The Contractor shall immediately replace any such attendant.

58.4 The Contractor agrees and undertakes that the services provided by the attendants shall be to the entire satisfaction of the BMRCL and the Contractor shall make it clear to them that they are the employees of the Contractor. They shall not have any claims against BMRCL and BMRCL shall not be liable to wages, salary, compensation and any other emoluments or any statutory benefits due to them under any law or regulation. The Contractor shall be responsible for providing such amenities or emoluments to its employees admissible under the law/rules/regulation and service contract, as the case may be.

58.5 The Contractor shall at all times comply with the laws applicable to it. The Contractor shall take all reasonable steps during the period of this agreement and shall be solely responsible for third party safety.

58.6 The Contractor shall keep BMRCL indemnified of any loss/damages arising out of any fines or other governmental or private actions arising out of this agreement or during the period of the present agreement or extended period. The Contractor shall at all times indemnify the BMRCL and keep it and its staff and officials indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the BMRCL may bear, incur or suffer, and/or claimed from it, due to or by reason or any default, breach, on- compliance, non-observance and/or non-performance or any of the terms, conditions, covenants, stipulations or provisions hereof by the Contractor.

59. Management meetings

59.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

59.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

A. General

19. Definitions

1.2 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

cc. **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.

dd. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.

ee. The **"Contract"** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed inGCC Clause 2.2.

ff. The **"Contractor"** is a person or corporate body whoseTender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the Contract.

gg. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.

hh. The **"Contract Value"** or **"Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its Contractual obligations.

ii. **"Days"** are calendar days; **"months"** are calendar months.

jj. A **"Defect"** is any part of the Works not completed in accordance with the Contract.

kk. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

ll. **"Drawing"** means the drawing or drawings specified in or annexed to the specification.

mm. The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer.

nn. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

oo. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

pp. **"Equipment"**is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute theWorks.

qq. The **"Initial Contract price"** is the Contract Price listed in the Employer's Letter of Acceptance.

rr. **"Letter of Acceptance"** means the letter or memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

ss. **"Materials"**are all supplies, including consumables, used by the Contractor for incorporation in theWorks.

tt. **"Notice to Proceed"** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

uu. **"Plant"**is any integral part of the Works which is to have a mechanical, electrical, electronic or chemicalor biological function.

vv. The**"Project Site"** or **"Site"** means the place specified in the Contract at which any work is required to be executed by the Contractor under the Contract or any other place approved by the Employer for the purpose.

ww. **"Appendix to Form of Tender"** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

xx. **"Signed"** includes stamped, except in the case of acceptance of Tender or any amendment thereof;

yy. **"Specification"**means the Specification of the Works included in the Contract and any modification oraddition made or approved by the Employer.

zz. The **"Start Date"**shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.

aaa. The **"Stipulated Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.

bbb. A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

ccc. A **"Variation"** is an instruction given by the Employer which varies the Works.

ddd. **"Works"** means what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data/Description of the work/Technical specifications/Scope of works.

eee. "**Local Content**" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

fff. "**Class-I Local Tenderer/Supplier**" means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content as prescribed for 'Class-I Local Tenderer' under ITT clause 34.

ggg. "**Class-II Local Tenderer/Supplier**" means a Tenderer or service provider, whose goods, services or works offered for procurement meets the minimum local content as prescribed for 'Class-II local Tenderer' but less than that prescribed for 'Class-I local Tenderer' under ITT clause 34.Not Used

hhh. Not Used

iii. "**Non-Local Tenderer/Supplier**" means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content less than prescribed for 'Class-II Local Tenderer' under ITT clause 34.

jjj. "**L1**" means the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.

kkk. Not Used

lll. "**Margin of purchase preference**" means the maximum extent to which the price quoted by a "Class-I Local Tenderer" may be above the 'L1' for the purpose of purchase preference.

mmm. "**Nodal Ministry**" means the Ministry or Department identified pursuant to this Tender in respect of a particular item of goods or services or works.

nnn. "**Procuring entity**" means "the Employer" or BMRCL, i.e. Bangalore Metro Rail Corporation Ltd.

ooo.

20. Interpretation

2.3 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" also mean Tender / Bid.

2.4 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Bill of quantities
(4) Technical Specifications
(5) Drawings
(6) Special Conditions of Contract
(7) General Conditions of Contract
(8) Contractor's Proposal and

(9) Any other document listed as forming part of the Contract.

21. Law governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

22. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

23. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

24. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

25. Not Used

26. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer.

27. Personnel

9.8 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

9.9 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.10 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.11 **Compliance with Labour Regulations**

9.4.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

28. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

29. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:
(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Subcontractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor's design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Contractor:
(i) could not have reasonably foreseen; or
(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage."

30. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

31. Not used

32. Contractor to execute the Works

14.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

33. The Works to be completed by the Stipulated Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Stipulated Completion Date.

34. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

35. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

36. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of site or a part of site is not given by the date stated in the Contract or

Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

37. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

38. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws, where the Site is located.

B. Time Control

39. Program

21.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

40. Extension of the stipulated completion date

22.1 The Employer shall extend the stipulated completion date,if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

41. Delay ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

42. Management meetings

24.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

43. Performance Security/ Security Deposit

36.8 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(b) A crossed **Demand Draft / Pay Order / Banker's Cheque** in favour of the "Bangalore Metro Rail Corporation Ltd," from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bengaluru**.

or

(b) An irrevocable **Electronic Bank Guarantee (eBG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bengaluru *(specify the name of the branch and address)* in the Form given in Proforma-B of Section 9 to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available in https://tenderb.bmrc.co.in.

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in GCC clause 25.1, the Employer may forfeit the Earnest Money Deposit / Tender Security.

36.9 On the performance and completion of the Contract in all respects the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 3 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.The Performance Security will be returned within 3 months after satisfactory completion of Defects Liability Period.

36.10 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit

by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

36.11 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfillment in all respects of the Contract and shall in the first instance be valid until 3 months beyond DefectsLiability Period. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six (6) months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

36.12 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Defects Liability Period. All expenses of this shall be borne by the Contractor.

36.13 The Performance Security and or any amendment thereto shall be executed on a Non Judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

36.14 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer:

iii) to recover from the Contractor, the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the Government or any other person contracting through the Employer or otherwise however, OR

iv) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event, the provisions of clause 46 & 47 shall apply as far as applicable.

44. Insurance

37.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the 'Appendix to Form of Tender':

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

37.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

37.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

37.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

37.5 Both Parties shall comply with any conditions of the insurance policies.

C. Quality Control

45. Identifying defects

27.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

46. Tests

28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

47. Correction of Defects

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

48. Uncorrected defects

30.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any amount due to the Contractor from the Employer including Performance Security.

49. Inspections and Tests

39.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

39.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

39.3 The Employer's right to inspect test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

39.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

50. Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables etc, and after the Employer is satisfied with the completion of the Works, the Acceptance Certificate signed by the Contractor and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the Works.

D. Cost Control

51. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction/Works including installation, testing, and commissioning work (if any) to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

52. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(g) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(h) Omit any item of work;
(i) Change the character or quality or kind of any item of work;
(j) Change the levels, lines, positions and dimensions of any part of the work;
(k) Execute additional items of work of any kind necessary for the completion of the works; and
(l) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation.

If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

53. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived fromthe Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of Contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of Contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of Contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1, 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.Not used.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

54. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;

(i) value of the quantities of the items in the BOQ completed and
(ii) valuation of Variations.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

55. Payments

37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay liquidated damages for shortfall in progress.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

56. Not Used

57. Taxes & Duties

39.1 The Contract Price quoted by the Contractor shall be in accordance with the Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at source as per applicable law.

58. Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated
Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

59. Cost of repairs

41.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

41.2

E. Finishing the Contract

60. Completion

42.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

61. Taking over

43.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

62. Final Bill / Account

44.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's final bill / account, if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Bill / Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised Final Bill / Account.

63. As built drawings and /or "Operating and Maintenance Manuals[37]"

45.1 Where "as built" / "Completion"Drawings and /or "Operating and Maintenance Manuals"are required, the Contractor shall supply them by the dates stated in the 'Appendix to Form of Tender'.

45.2 If the Contractor does not supply the Drawings/"Operating and Maintenance Manuals"[31] by the dates stated in the 'Appendix to Form of Tender', or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the 'Appendix to Form of Tender' from payments due to the Contractor.

64. Termination

46.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

[37] *"Operating and Maintenance Manuals" may be deleted based on the requirement.*

46.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within thirty (30) days of receipt of Notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing;

(d) the Contractor does not maintain safety and security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the 'Appendix to Form of Tender'; and

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph:

(i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

46.3 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

65. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

66. Property

48.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

67. Release from performance

49.2 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

68. Warranty/ Defects Liability Period

50.1 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.2 This Warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:

a) make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to Special Conditions of Contract/Technical Specification; OR

b) pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as

per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.

50.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

50.4 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.

50.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

69. Force Majeure

51.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

51.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

51.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

70. Procedure for Resolution of Disputes

52.1 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

52.2 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

52.3 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

52.4 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

71. Patent Rights

53.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

72. Limitation of Liability

54.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 53,

c) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

d) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective works / equipment.

e)

73. Governing Language

55.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

74. The Courts of Jurisdiction

56.1 Any suit or application, arising out of any dispute or difference on account of this Tendershall be filed in a competent court at Bengaluru, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

75. Notices

57.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

76. Use of Contract Documents and Information; Inspection and Audit by the Government

58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in

performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.

58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

58.4 The Contractor shall permit BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so required by BMRCL.

77. Site Investigation Reports

59.1 The Contractor, in preparing the Tender, shall rely on any site investigation reports referred to in the 'Appendixto Form of Tender', supplemented by any information available to the Tenderer.

78. Approval by the Employer

60.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

60.2 The Contractor shall be responsible for the design of Temporary Works

60.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

60.4 The Contractor shall obtain approval of third parties to the design of the temporary Works where required.

60.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

79. Price Adjustment[38]

61.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Annexure -67of Section 10.

a) **The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or**

[38] *Applicability of this clause shall be decided by the concerned Engineer-in-charge / Chief Engineer / General Manager depending upon the requirement / nature of work and duration of work, if considered necessary, taking in to account GoK Order No. FD3 PCL 2008 dated 21.11.2008 or any latest order on this issue on case to case basis. The Price Adjustment clause shall not be applicable if the contract period is extended due to lapse on the part of the Contractor. This clause shall be deleted if the Stipulated Period of completion is less than 12 months.*

extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

b) **Price Adjustment shall be admissible from the date of opening of Tenders (original or extended);**

c) **The Price Adjustment shall be determined during each quarter from the formulae given in Annexure -67of Section 10.**

d) **Following expressions and meanings are assigned to the work done during the quarter:**
R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately as provided in GCC clause 35 &Special Conditions of Contract.

61.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

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SECTION 6: SPECIAL CONDITIONS OF CONTRACT[39]

1. General

The following Special Conditions shall be read in conjunction with the Section 5: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

2. Scope of Work / Inspection of Site

The Tender is percentage Tender. The cost of all the individual items shall be computed for the entire work and the Tender premium (plus or minus or at par) on the Total cost shall be quoted. The work under this Contract comprises of entire completion of the works described in the document and as specified in the Technical Specifications, Tenderer are advised to visit the Site(s) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), availability of labour and materials and such other relevant conditions which effect the execution and the entire completion of the works etc. and quote their Tenders (Percentage) accordingly. Any claim whatsoever will not be entertained by the BMRCL at a later date. For the purpose of inspection of site, the Tenderer is advised to contact the Engineer who will give reasonable instructions/facilities thereof. The Tenderer shall be deemed to have inspected the site and its surrounding before hand and taken into account all relevant factors pertaining to site in the preparation and submission of this Tender.

3. Subcontracting (GCC Clause 7)

The Contractor shall not sub ~~contract the~~contract the works.

~~**Prior approval of the Employer shall be obtained before sub-contracting any part of the works. However, the Contractor shall not subcontract the whole of the Works.**~~

4. Compliance with labour regulations ~~(GCC Clause 9.4)~~

During continuance of the Contract, the Contractor and his subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the Competent Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including

[39] *Note: The Special Conditions of Contract provided here are general guidelines and not exhaustive. Depending upon the nature of the work, any of the Special Condition/s may be modified or deleted or new condition/s may be added by the TIA to bring about transparency and clarity to safeguard the interest of BMRCL.*

amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Subcontractor in no case shall be treated as the employees of the Employer at any point of time.

5. Safety (GCC Clause ~~16~~15)

Fire Precautions:

5.1 **The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.**

5.2 **Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers.**

6. Access to the Site (GCC Clause ~~19~~16)

Security and Passes:

6.1 **Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The Contractor shall, maintain list of his agents, employees and work people concerned and shall satisfy the Engineer as to the bonafide~~s~~s of such people, and submit to the Engineer / Employer on demand.**

6.2 **The Employer shall at his discretion have the right to issue passes as per rules and regulations of the installation, area in force to control the admission of the Contractor, his agents employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer or the authorities concerned and, in any case on completion of work.**

6.3 **The Contractor and his agents, employees and workers shall observe all the Rules promulgated by the authority controlling the installation area in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing, etc., nothing extra shall be admissible for any man hours, etc., lost on this account.**

6.4 **Conditions of working in restricted area:**

Work under this Contract lies in restricted area.

6.4.1 **Visit to site within the restricted area**

Permission to enter the restricted areas at the time of submission of Tenders can be obtained through the Employer or his authorized Representative. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission. Whether a Tenderer visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

6.4.2 **Entry/Exit**

The Contractor, his agents/representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The Contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas.

6.4.3 **Identity Cards or Passes**

The Contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

6.4.4 **Identity of Workmen**

(i) **Every workman shall be in possession of an identity card. The Identity Card will be issued after thorough investigation of the antecedents of the labourers by the Contractors and attested by Officer-in-Charge of the unit concerned in accordance with the Standing Rules and regulations of the units.**

(ii) **Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.**

6.4.5 **Search**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

6.4.6 **Working Hours[40]**

[40] *~~The Working Hours and the following details or any other details considered essential for clear information of the Tender may be broadly indicated:~~*

~~1. Is the Work area a prohibited, controlled & restricted area?~~
~~2. Whether 'Permission to Work' (PTW) is required?~~

6.4.6.1 Works to be carried out during night time after revenue hours under line block duly taking PTW(Permission to Work) on daily basis well in advance. Work shall not be allowed to carry out without prior PTW. Generally line block will be given at 00:00 hrs. to morning 03:30 hrs. Day's works have to be completed within the time and line should be handed over for train service.

6.4.6.2 The exact working hours, days and non-working days observed for the restricted area, where works are to be carried out shall be deemed to have been ascertained by the contract or before submitting his tender. The Tenderer's attention is, invited to the fact that the total number of working hours for a restricted locations are prescribed in Regulations and they cannot be increased by the BMRCL.

6.4.6.3 Contractor's materials, transport etc., shall normally be permitted to go out of the area (Metro Stations) between 9.00 PM to 6.00 AM only.

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~~6.4.7~~ **Work on Holidays**

(i) **~~—~~The Contractor shall not carry out any work on Gazetted Holidays/Weekly holidays and other non-working days except when he is specially authorized in writing to do so by the Engineer or his** ~~Representative.The~~Representative. The **Employer may at his sole discretion, declare any day as holiday or non-working day without assigning any reasons for such declaration.**

(ii) **The Contractor shall provide adequate lighting and safety arrangements when working on holidays. No increase in rates or additional payments shall be admissible for night work to the Contractor by the Employer.**

6.4.8 **Access to restricted area after completion of Works :-**

After the works are completed and surplus stores etc., are removed, the Contractor, his agents, representatives or workmen etc., may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the Engineer / Employer.

6.4.9 **Water**

Water will not be supplied by the BMRCL and Contractor shall make his own arrangement for water.

6.4.10 **Co-operation with other Agencies**

~~*3. Hours of the day, when the Contractor is having access to the site?*~~
~~*4. Whether any restrictions on logistics of Contractor's materials for transporting to & from the site?*~~
~~*5. Whether any non-working days to be observed for the work area?*~~
~~.....~~
~~.....~~
~~.....~~
~~.....~~

The Contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the BMRCL to carry out their part the work, if any, under separate arrangements.

6.4.11 **Electric Supply**

Electricity shall be provided on chargeable basis considering the unit rate charged by BESCOM to BMRCL (i.e. based on the prevailing rate/s of BESCOM), if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for ~~non-availability~~non-availability of electricity/gas.

6.4.12 **Emergency Works**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

7. Inspections and Tests (GCC Clause ~~31~~39)

7.1. **Inspections and tests at final acceptance are as follows:**

(i) **~~—~~The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the Contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following broad test procedure will generally be followed for inspection and testing of works.**

(ii) **The acceptance test will be conducted by the Contractor in presence of the Employer/ Engineer / their representative or any other person nominated by the Employer / Engineer. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of the Works should occur.**

(iii) **In the event of the materials / Works failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Employer reserves the rights to get the Works replaced / redone by the Contractor at no extra cost to the Employer.**

7.2. **Materials and Samples**

7.2.1 The Contractor shall produce samples of all materials/articles, fittings, accessories etc., that he proposes to use in the Works and get it approved in writing by the Engineer before incorporating in the work. The materials, articles etc., as approved shall be labeled as such and shall be signed by the Engineer and Contractor's representative. The samples shall be kept in the custody of the Engineer till payment of final bill.

7.2.2 Materials provided by the Contractor for incorporation in the work shall unless otherwise specified in the Technical specifications, comply with the

requirement of the latest relevant Indian Standard (IS) in the website of BIS i.e. www.bis.org.in**and as specified in 'Karnataka Building Specifications (KBS)','Karnataka Roads & Bridges Specifications (KRBS)' and 'Karnataka Public Works Ports and Inland Water Transport Department (KPWP&IWTD)', Bengaluru Circle.Incase of any difference / discrepancy on the above, the condition in the interest of BMRCL shall prevail.**

8. Variations (GCC Clause ~~34~~41)

Total variation under the Contract shall be limited to ± 25% of the Total Original Value of the Contract.

9. Payments for Variations (GCC Clause ~~35~~48)

Payments for variations shall be made in accordance to GCC Clause 35.

10. Taxes and Duties (GCC Clause 28)~~(GCC Clause 39)~~

10.1 The Contract price shall be inclusive of all applicable Taxes, Cess (including labour cess) **and duties under the applicable Acts but exclusive of SGST & CGST. The SGST & CGST will be paid as applicable as per law.**

10.2 Income Tax (IT) deduction: As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

10.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

10.4 The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.

10.5 The Contractor shall maintain complete records of duties, other taxes and levies, etc; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

10.6 Any increase in SGST & CGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "Variations".

11. Termination (GCC Clause 46)

11.1 **The Fundamental breach of the Contract shall also include that "the Contractor has contravened SCC Clause 3 (Subcontracting) and GCC Clause 9 (Personnel).**

11.2 **In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;**

(i) **shall forfeit the performance Security, and**

(ii) **may carry out the Works, upon such terms and in such manner as it deems appropriate, Works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.**

~~**(iii)**~~

~~(iv)~~

12. Settlement of Disputes~~(GCC Clause 52)~~

(a) In case of any Dispute in settling claim or any other matter, the dispute settlement mechanism shall be as per GCC clause 52. Decision of BMRCL shall be final in this regard and binding on both parties

(b) Notwithstanding any dispute herein:

(i) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and,

(ii) The Employer shall pay the Contractor, any monies due to the Contractor

~~Procedure for Resolution of Disputes (GCC Clause 52)~~

~~Arbitration:~~
~~The procedure for arbitration shall be as follows:~~

~~In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act, 1996 and its latest amendments. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, a request may be made by BMRCL to the High Court of Karnataka to take necessary measure for appointment of the Sole Arbitrator.~~

~~Arbitration proceedings shall be held at Bengaluru, Karnataka, India.~~

~~The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.~~

~~Performance under the Contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.~~

~~13.~~ Notices (GCC Clause ~~57~~55)

For the purpose of all notices, the following shall be the address of the Employer and Contractor.

Employer: [41]

~~.....,~~
~~..... (name and complete address) ....,~~
~~.....,~~
~~Bengaluru, PIN: .....,~~
~~Karnataka, India~~

Bangalore Metro Rail Corporation Limited (BMRCL)
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore- 560027.
Karnataka, India.

Contractor:

.....
.....
(To be filled in after the award of Contract).

14. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause ~~58~~56)

14.1 **Security of Classified Documents:**

The Contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The Contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of Contract. The Contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

15. Protection of Environment (New Clause)

15.1 **The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the Contract, the Contractor and his Subcontractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.**

16. Approved Materials (New Clause)

[41] ~~*Name and complete address of the Employer.*~~

16.1 **The Contractor shall obtain approved materials from manufacturers authorized stockiest where such authorized stockist have been appointed. The Contractor shall produce original receipt voucher of the same.**

16.2 **The Contractor shall ensure that approved materials are brought to site in original sealed containers/packing, without breaking manufacturer's markings.**

17. Contract Extension

At the discretion of the employer, the contract period may be suitably extended till completion of the work in consultation with the contractor, with the same terms and conditions of the contract.

18. Payment (GCC Clause 3744)

BMRCL has registered itself in TReDS Platform for acceptance of Contractor's bills (factor unit), in case the contractor opts for the same.

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SECTION 7 – TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

Annual maintenance of Existing Drinking water fountains RO/UV

The Annual maintenance contract (AMC) shall cover following Drinking water **24 no of 15LPH** , 13 no of 25 LPH capacity , 24 no of 50 LPH , and 1 **no of 500 LPH** capacity., which includes e
Preventive maintenance (Fortnight, monthly, quarterly, half yearly) and also break down/Corrective maintenance on a 24 hours x7 days per week basis, during the AMC period. The AMC shall be governed by relevant terms and conditions. The contractor shall maintain the R.0/Uv plants& RO, UV/ Cooler in such a way to ensure trouble free functioning throughout the AMC period of Two year.

1) **Deployment of staff**: The contractor shall engage and deploy well trained and competent technical personnel, to ensure regular preventive maintenance as well as the corrective /breakdown maintenance as per the requirement of the contract to ensure trouble free service thought-out the AMC period of one year
2) **Minor Fault rectification Duration time**: Generally within four hours of reporting by the Employer/authorized representative of the Employer. The minor fault may be attended & rectified to the satisfaction of the employer. In case of major break down which requires special spare parts like replacement of membrane, Motor etc., the same shall be attended within 48 hrs. The contract covers all the consumables, spare parts and membrane etc. (quality of consumables items such as filters, membrane, spare parts should be as per Indian standard and ISI marked) nothing shall be paid extra in this account. Break down maintenance includes repair and replacement of the following parts free of charge during the AMC Period: - a) All kinds of filters b) Pre-filter candle c) Carbon block d) RO Membrane e) Flow Restrictor Tube f) Post Carbon Filter g) RO Pump h) Adapter i) All Valves j) PCB (circuit) k) TDS Controller l) SV (Stopper) m) Motors n) Worn out parts etc.
3) **Monthly Quality Check**: The contractor shall in consultation with the employer chalk out a programme for monthly, quarterly checking of R.0/ UV plants with BMRCL's authorized representative & conduct inspection of R.O/ UV plants & test jointly, as may be required to check the quality of water and enter the readings etc., in the joint inspection register duly affixing their signatures. For this purpose the contractor has to maintain the Joint Inspection Register and testing kit in proper working condition. The Joint Inspection Register needs to be submitted to the employer as and when required. The contractor shall maintain the R.0/Uv plants& RO, UV/ Cooler in such a way that following parameters are achieved .All the testing equipment and material will be arranged by firm and nothing extra shall be paid on this account.

Sl no	**Characteristics**	**Desirable Limit**
1	PH value	6.5-8.5
2	Total Dissolved Solids (mg/- max)	500
3	Total hardness as caco3 (mg/-max)	300
4	Taste and colour	Unobjectionable
5	Total coli form bacteria (E-coli)	0.2*or Shall not be detectable 4 5 in any 100ml sample.

*When protection against viral infection is required, it should be minimum 0.5 mg/

Comprehensive Annual maintenance of Existing Sewage Treatment Plant and Effluent Tank (R4B &Peenya Depot)

1. Providing Operators for the Maintenance which includes cleaning of manual screens, Operation of Membrane Bio Reactor (MBR) Plant, Cleaning of Membranes etc.
2. A Supervisor, Mechanical / Electrical Technician shall be available as and when required for preventive maintenance. The Services of a trained engineer to be deputed on a need basis
3. During PCB inspection, representative shall be present at the site
4. Analysis report for the samples to be submitted.
5. Providing Chemicals such as chlorine, Citric acid, HCL, Caustic Soda, Enzymes for aeration process, lubricants for the equipments etc.
6. Servicing of the panel boards, blowers etc., as and when required.

Sewage Treatment plant and Effluent Treatment Plant: (R4B- 5nos & at Peenya Depot (1no of STP & ETP)

Collection of sample Sewage from individual units at the point of discharge to ESIC sewer, conducting tests on them to ascertain that these are within the standards fixed by TSPCB, informing ESIC of the results and initiating remedial action.

Name and detailed description of chemicals to be used for treatment if required and their specification may be mentioned.

DUTIES AND OBLIGATIONS

Duties of Operators & Staff Employed:

The Contractor should submit the names of the persons engaged for the work and they have to report to the Engineer-In-Charge on day-to-day basis. Persons employed should not be changed frequently. In case of change the same will be intimated to the employer.

Operation and the maintenance of STP and ETP system comprising of various pumps, motors, blowers, pipelines, setting tanks, filter unit, booster

pumps, etc. together with the electrical panels and connections. The Contractor has to keep the area of plant neat and clean.

2**. Repairs**:

a. The contractor has to do all repair work which are repairable at site by the Operator/ Technician on duty immediately, for which no additional labour charge will be paid.

b. Except above if there are any other repair work which are not possible to be repaired at site by the Operator/Technician on duty, that should brought to notice of ESIC Engineer immediately and same should be repaired from outside by original manufacturer/ manufacturer Authorized dealer. Under no circumstances plant should remain under breakdown for more than 03 hours. In the event of breakdown/shut down the onus of attending to the problem in the shortest possible time will rest on the Contractor failing which ESIC is empowered to get the breakdown/shut down any defect rectified from any outside agency at the risk and cost of the Contractor and make necessary deductions from their bills. The Contractor has to keep all the area and surroundings at the site neat and clean and dump the scrapped materials at the scrap yard. It will be Contractor's responsibility to maintain STP and ETP, Plant in healthy state all the time, to plan and undertake preventive maintenance of STP at regular intervals and attend routine maintenance activity every day. Contractor should make a service report for all the maintenance jobs carried out and get it counter signed by the Engineer-in-charge. The Hospital will provide the necessary registers. Contractor Signature and Seal.

The Contractor has to carry out necessary treatment to the sewage so as to get the following:

Raw sewage characteristics:•

The Contractor has to carry out necessary treatment to the sewage so as to get the following:

- **.Raw sewage characteristics:**

Parameters	Units	Values
PH	PH unit	6.0-8.5
BOD5	mg/lt	250-300
Suspended solids	mg/lt	150-300
COD	mg/lt	500-600
Ammonical Nitrogen	mg/lt	20-25
Hardness as CaCo3	mg/lt	200

- **Treated Sewage Water must meet the following values**

Parameters	Units	Values
PH	-	7.0-8.0
BOD5	mg/lt	<20
Suspended solids	mg/lt	<30
COD	mg/lt	<150
Ammonical Nitrogen	mg/lt	<15
Hardness as CaCo3	mg/lt	<15

Contractor has to carry out testing of water at the regular interval of every month and whenever felt necessary as instructed to do so by the Hospital and furnish the test reports to the Engineer-In-charge on priority. The Contractor will also give a Tests Certificate every month of sewage water before and after treatment and certificate must be obtained from the Karnataka State Pollution Control Board authorized laboratories, For B.O.D, C.O.D, PH, TSS, and O&G etc. contractor should keep logbook, on site test reports etc. up to date as per IS. It will be the responsibility of Contractor to remove excess sludge from sludge holding tank. In addition, Contractor shall also carryout cleaning of Grease/Sludge holding Tanks periodically, and disposal of grease / sludge outside the premises on own cost.

Operating of the pumps erected inside the pump house for water supply and constructed beside the septic tanks, taking care to check the levels of

a) Water in the UG sump.

b) Sewage in the tank and maintaining of the pumps and clearing any chokes / blocks in the conveyance lines lying throughout the internal roads

Motors & Pumps · Cleaning and tightening of all screw connections and terminals on controllers. · Examining of fuse contacts and terminals for cleanliness and tightness. · Checking the pump immediately after starting the motor, to see if the pump is generating the rated head, by reading the pressure gauge. · Checking for any undue vibration of stuffing boxes. · Checking of glands for overheating and leakage. Gland packing around the pump set is adjusted to permit only a slight leakage of droplets of water to cool and lubricate the shaft. · Checking if the voltage fluctuation is within the permissible limit of 420-440 V. · Checking of current rating and actual loading of motor to prevent overloading, by frequently monitoring the ammeter reading. · Ensuring that the water level in the water source does not drop more than 1 meter above foot valve and water at the receiving end is not wasted by overflow.

Checking the bearings of the pump periodically and applying grease sufficiently. Checking the gland packing once in two months. ·Checking the valves and pressure gauges and tightening the gland at closer intervals when too much leak of water occurs. Checking the exhaust pump, its auxiliaries and impeller periodically.

Operating of submersible pump once a week, and its maintenance.

·

Checking of booster pipe Other Duties Daily entries will be recorded in the logbook as per requirement and get verified by the Engineer-in charge. Any complaint noticed shall be reported to Engineer-in-charge. The Contractor shall supervise and maintain the Sewage Treatment Plant maintenance work every day and maintain a logbook as per guidelines of the Operation Manual. Security deposit of 10% of the total value of the contract to be

submitted in the form of Demand Draft which will be free of interest and the same will be refunded to Contractor only after the satisfactory completion of the Contract and defect liability period of one year whichever is earlier. The short listed contractor will submit a monthly maintenance schedule of all equipment's for approval before commencing operating of the system. Sump Pump required to be maintained by the Contractor installed in the Sewage Treatment Plant.

1. Scope of the work:

Trimming/ pruning of different types of trees along sides of metro railway viaduct which is touching and protruded inside the viaduct, from Whitefield to Challaghatta metro station of Line-1 Section and Nagasandra to silk institute Metro station of Line-2 Section. Tree branches to be cut up to a minimum of 03 meters away from viaduct by using hydraulic crane/TMHP of 60' height. Skilled labour to clear and carry all cut tree branches, debris etc., by using vehicle and to be disposed away from road/metro premises.

2. The tree branches should be trimmed till 3 m away from the viaduct.

3. Contractor should be available at the working site with all the required man power, tools and machineries for hassle free execution of the work also with properties to divert the road traffic like batten lights and road safety traffic cones etc.,

4. Taking permission from BBMP for trimming of tree and permission for the diverting road traffic during execution of work from Karnataka road transport department – Under BMRCL scope.

5. The work has to be carried out along the metro railway viaduct from Whitefield to Challaghatta metro station of Line-1 Section andNagasandra to silk institute metro station of Line-2 Section twice in a year i.e on pre monsoon (March to May)and post monsoon (October to December) during same period at both Line-1 and Line-2 section.

6. The tender work should be carried only during Night Power block/Non Revenue hours i.e. between 01:00hrs to 04:00hrs on week nights (Monday to Friday) and 01:00hrs to 05:00hrs on Saturday/night (to Sunday early morning hours)

7. The agency should clear and carry all the debris away from the viaduct/track/road premises, if any on the same day by using vehicle and should not leave any debris/cut tree branches on ground/road affecting public/vehicle movement.

8. The agency should take care of the safety of his staff, as the area of work is in viaduct premises and should ensure complete clearing of track/area worked

9. The contractor is fully responsible for the lapse in safety precautions taken to the workers.

10. Any damaging or defacing act caused to the existing structure of BMRCL due to negligent working of the agency will be recovered from the running bill.

11. The agency should comply with SHE norms (Safety, Health & Environment) of BMRCL

12. The agency should take care of his staff, tools, equipments etc. BMRCL is not responsible for any untoward incident happened due to the negligence of the contractor or due to non-compliance of safety norms and instruction of BMRCL officials.

13. Payment will be made based on actual quantity executed through NEFT/RTGS payment. The bank account number and IFSC code to be provided along with PAN copy.

14. The work has to be completed within stipulated time as mentioned in tender.

15. A penalty of 10% of the tender value will be levied for the unsuccessful agency not completing the work in time or leaving the work in half way.

16. Duration tender – One year 2024-25.

17. Access to Site: The Contractor shall obtain prior permission of the BMRCL Engineer in-charge before any person connected with the works visits the site. Contractor shall obtain prior permissions for his workers gate pass/for materials etc., as may be required to carry out the works inside the custom area from the BMRCL Engineer in-charge and shall follow the rules and regulations laid by BMRCL Engineer in-charge which may be enforced from time to time for entry or exit.

18. Contractor's Employees: The contractor shall provide and employ skilled and unskilled labour on the site in connection with the execution of the works :

a) Only such technical assistants as are skilled and experienced in their respective fields and leading hands as are competent to render proper supervision to the works they are required to supervise.

b) Such skilled, semiskilled and unskilled labour as are necessary for the proper and timely execution

c) When so directed by the Engineer-in-charge the contractor shall remove forthwith from the works any persons mentioned employed by the Contractor in or about the execution or maintenance of the works, who in the opinion of the Engineer-in-charge misconduct himself or is incompetent or is negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable and such persons shall not be re-employed on the works without the written permission of the "Engineer-in-charge". Any person so removed from the works shall be replaced without delay by a competent substitute approved by the "Engineer-in-charge".

19. Protection and care of service lines: Drains, pipes, cables, overhead wires and similar services whether above or below the ground encountered in the course of the works shall be saved and kept harmless from injury and /or loss or damages by the contractor. The contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the public movement. The contractor shall at his own costs and expenses and without any delay repair and clear the site at the earliest.

20. Responsibility to Rectify Loss or damage: If any loss or damage occurs to Drains, pipes, cables, overhead wires and similar services whether above or below the ground encountered in the course of the works during the period for which the Contractor is responsible for the damage and Contractors, shall, at his own cost rectify such loss or damage. The Contractor shall also be liable for any loss or damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations.

21.SAFETY IN CONSTRUCTION :

21.1 The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

21.2 The contractor shall take all precautions and measures to ensure safety of works and workman and shall be fully responsible for the same. Safety pertaining to construction works such as, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction

machinery shall be governed by CPWD safety code, relevant safety codes and the direction of Engineer-in-Charge.

Please insert required specification as per the scope of work.

Note:

The required tests to be conducted shall invariably listed in the technical specifications in reference to GCC 31 and Special Conditions of Contract.

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SECTION 8 – DRAWINGS

1) Not Used

~~Please insert required Drawings as per the scope of work.~~

~~**Nil**~~

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SECTION 9 : PROFORMA OF BANK GUARANTEES

PROFORMA – ~~A :~~A: Form of Bank Guarantee for Tender Security / Earnest Money Deposit

PROFORMA – ~~B :~~B: Form of Bank Guarantee For Performance of Contract

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PROFORMA - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(Reference ITT clause 14)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to

prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	**Particulars**	**Details**
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
    or
    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be stated in the e-BG.*

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PROFORMA - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(Reference ITT clause 14)
(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

WHEREAS _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

AND WHEREAS it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

AND WHEREAS we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

NOW therefore, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____
OR
This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	**Particulars**	**Details**
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

This guarantee shall be valid till _____ *[Date to be mentioned].*

The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.

a) Payment by the Bank of the guaranteed sum in full to the 'Employer', _____ or

b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR
DATE: _____
NAME OF THE BANK: _____
ADDRESS: _____
_____

Note:
The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".
The above format shall be used for e-Bank Guarantee also.
For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.
Tender No. shall be the reference to be stated in the e-BG.

PROFORMA – B

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer GCC clause ……)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security*for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning

thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	**Particulars**	**Details**
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the

matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

or

b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank

Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

PROFORMA – B

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer GCC clause .....)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

17. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

18. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security*for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

19. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

20. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

21. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address:

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

22. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	**Particulars**	**Details**
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

23. PAGE INTENTIONALLY LEFT BLANK This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

24. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

25. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

26. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

27. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

28. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt_____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

29. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian*

Rupees/Foreign Currency/ies to be specified in words and figures].

30. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

31. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

32. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',
or
b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

6. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".

7. The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.

8. The above format shall be used for e-Bank Guarantee also.

9. For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.

10. Tender No. shall be the reference to be stated in the e-BG.

SECTION 10:ANNEXURES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

~~**ANNEXURE 3 - DETAILS OF BANK ACCOUNT FOR REFUND OF EMD**~~

ANNEXURE ~~4~~ 3 - FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

ANNEXURE ~~5~~ 4- -UNDERTAKING

~~**ANNEXURE 5 - FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT**~~

ANNEXURE 6 - FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

~~ANNEXURE 6~~ 7 - PRICE ADJUSTMENT FORMULAE

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ANNEXURE- 1

FORM OF CONTRACT AGREEMENT

CONTRACT NO. BMRCL/2024-25/BD/WORK_INDENT .....

.....(Name of the Works).....: Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot.~~Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2.~~

This Contract Agreement (hereinafter referred to as the "**Contract**") is made at **Bengaluru** on the___ day of _____,2024 by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purposes of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its Company Secretary, authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka, India hereinafter referred to as the **"BMRCL"** or the **"Employer"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. .....*(name of the Contractor)*....., a .....*(legal status)* ..... Company incorporated under Companies Act 1956, having its office at ..... *(Contractor's office address)*....., represented herein by Mr. .....*(name and designation of the representative)*....., authorized to sign and bind the Company under the Power of Attorney dated ..... and the Board Resolution dated ....., who shall be responsible to the Employer under the **Contract No BMRCL/2024-25/BD/WORK_INDENT . .....**for "**Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot.~~Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2~~*.....(Name of the Works).....*""**, hereinafter referred to as the **"Contractor",** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the other part.

Hereinafter, **BMRCL**/**Employer** and **Contractor** are collectively referred to as "**Parties**" and individually as "**party**".

WHEREAS, the Employer invited Tenders for Contract No. ..... vide notification no. ..... dated ..... and the Contractor has in response submitted a Tender for "**Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot.**

Pruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2*.....(Name of the Works)*....."" (Hhereinafter referred to in this Agreement as **"the Works"**) and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for "*.....(Name of the Works).....*" **Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya DepotPruning Of Tree Branches Along The Metro Railway Viaduct From WHTM To CLGA In Line-1 And NGSA To APTS In Line-2**." under the terms and conditions specified in this Contract and other Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1: Words and Expressions:

In this Contract all the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents:

2.1 The following shall be deemed to form and be read and construed as a part of this Contract Agreement.

a) Letter of Acceptance No. ..... Dated: .....
b) The Tender (Bill of Quantities)
c) Instruction to Tenderers/ Bidders
d) General Conditions of Contract
e) Special Conditions of Contract
f) Bid Forms/ Tender Forms
g) Technical Specifications including scope of work
h) Drawings
i) Employer's clarifications to Pre-bid Queries and Addendum No..... dated .....
j) Contractor's 'Qualification cum Technical' and Financial proposals submitted vide letter no. ..... dated .....
k) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT till the date of issue of LOA.
l) Performance Security in the form of Bank Guarantee issued by .....*(name & address of the issuing bank)* ....., vide BG No. .....dated ..... amounting to ..... valid upto ..... and its authenticity confirmed by the Bank vide their letter no. ..... dated .....
m) Any other document forming part of this Contract.
~~n)~~

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the General Conditions of Contract.

Clause 3 Integration

The Employer and the Contractor agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4 Contract Price and Completion Time:

The Contract price is inclusive of all applicable Taxes, Cess (including labour cess) and duties under the applicable Acts but **exclusive of SGST & CGST**. The SGST & CGST will be paid as applicable as per law,as per clause 39 of General Conditions of Contract and Special Conditions of Contract) and completion time for executing the works under the Contract are as below:

1.	Estimated Cost specified in the Tender	Rs. .....
2.	Accepted percentage (Tender premium) (Above or Below or At par)	..... % put to Tender.
3.	Accepted Cost of Tender (Tender premium)	Rs..... (Indian Rupees.....only).
Total Contract Price		Rs..... (Indian Rupees.....only).
4.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA) as per clause 29 of ITT.
5.	Completion period	.....12 Months as per Appendix to Form of Tender .

Clause 5 Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:-

a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "**Annual Maintenance Contract for RO Drinking units, Sewage Treatment Plant and Effluent Treatment Plant Units at Line-2 Metro Stations including RSS Switch yard at Yelachenahalli Station and Peenya Depot** ~~*.....name of the work.....*~~." under the Contract ~~including~~ includes regular maintenance of RO and STP/ETP Units ~~*.....(brief scope of*~~

~~works).....~~ requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

Clause 6 Obligation of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract to pay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7 Governing Law

This Contract shall be construed and enforceable under the applicable laws of the Republic of India. Where recourse to a Court is to be made in respect of any matter, the Court at **Bengaluru** shall have the exclusive jurisdiction to try all disputes between Parties.

Clause 8 Language

This Contract Agreement and other Contract Documents are made in English language.

Clause 9 Notices

All Notices called by the terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other address in India as such Party may subsequently
notify to the other.

To Employer:
Bangalore Metro Rail Corporation Ltd.
III Floor, BMTC Complex,
K.H. Road, ~~Shantinagar~~Shanthinagar,
Bengaluru – 560 027
KARNATAKA, INDIA.

To Contractor:
.....

.....
.....
.....

Clause10Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

For Bangalore Metro Rail Corporation Limited	**The Contractor**
Employer	
	(.....)
(.....)	**Proprietor**
The Chief General Manager Civil/ (O & M)	**M/s .....**
WITNESS	**WITNESS**
( )	( )

Note:

**This Contract Agreement is tentative and may be modified as considered necessary at the time of finalization /signing of the Contract.*

*** Blanks to be filled by the BMRCL at the time of finalization of the Form of Agreement*

**** Any other condition considered to be essential in the interest of BMRCL shall be included.*

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

For **Bangalore Metro Rail Corporation Limited** **(EMPLOYER)**	For **.....** **(CONTRACTOR)**
(.....)	(.....)
Company Secretary	
Witness:	Witness:
(.....)	(.....)

Note:

** This Contract Agreement form may be modified as considered necessary at the time of finalisation /signing of the Contract Agreement.*

*** Blanks to be filled by the BMRCL at the time of finalization of the Form of Agreement.*

**** Any other condition considered to be essential in the interest of BMRCL shall be included.*

ANNEXURE - 2

CHECK LIST

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer.

The Tender submittals shall consist of the following:

I	**QUALIFICATION CUM TECHNICAL AND FINANCIAL PACKAGE**	
a.	Earnest Money Deposit (Clause 14 of ITT)	Submitted / Not Submitted
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
d.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and **Qualification Information** (Section 3) with CA's certifications.	Submitted / Not Submitted
e.	Copy of PAN card	Submitted / Not Submitted
f.	Copy of GST Registration certificate	Submitted / Not Submitted
g.	**Undertakings** as per prescribed Proforma given in **Annexure-3**&**Annexure-4 in Section-10.**	Submitted / Not Submitted
h.	Constitution or legal status of Tenderer as per clause 1.1 of Section 3.	Submitted / Not Submitted
i.	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA**.**	Submitted / Not Submitted
j.	Existing commitments and ongoing works as per clause 1.3 A of Section 3.	Submitted / Not

		Submitted
k.	Works for which Tenders already submitted as per clause 1.3 B of Section 3.	Submitted / Not Submitted
l.	Self-certification and Declaration for Local Content as per proforma given in **Annexure-5 in Section-10**.	Submitted / Not Submitted
m.	Certificate for Eligible Source Countries as per proforma given in **Annexure-6 in Section-10**.	Submitted / Not Submitted
II	**FINANCIAL PACKAGE**	
a	'Pricing document (Bill of Quantities)' through e-Procurement Portal as per Instructions for completing the Pricing Document, Section-XI and ITT Clause 10 of ITT.	Submitted / Not Submitted

ANNEXURE - 2

CHECK LIST**

The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

Tenderers are also required to submit copy of the checklist, duly marked, along with their offer.

The Tender submittals shall consist of the following:

/	QUALIFICATION CUM TECHNICAL **AND FINANCIAL** PACKAGE	
	Earnest Money Deposit (Clause 14 of ITT)	**Submitted / Not Submitted**
	Form of Tender on firm's Letter head (Clause 10 of ITT)	**Submitted / Not Submitted**
	Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / **Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.**	**Submitted / Not Submitted**
	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and Qualification Information **(Section 3) with CA's certifications.**	**Submitted / Not Submitted**
	CopyofPANcard	**Submitted / Not Submitted**
	Copy of GST Registration certificate	**Submitted / Not Submitted**

	Bank Details **in prescribed proforma given in** Annexure-3 in Section-10 **along with a** cancelled Cheque leaf **(clause 14.11 of ITT)**	**Submitted / Not Submitted**
	Undertakings **as per prescribed Proforma given in** Annexure-43**&**Annexure-5 4 in Section-10.	**Submitted / Not Submitted**
	Constitution or legal status of Tenderer as per clause 1.1 of Section 3.	**Submitted / Not Submitted**
	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA.	**Submitted / Not Submitted**
	Existing commitments and ongoing works as per clause 1.3 A of Section 3.	**Submitted / Not Submitted**
	Works for which Tenders already submitted as per clause 1.3 B of Section 3.	**Submitted / Not Submitted**
	Self-certification and Declaration for Local Content as per proforma given in Annexure-5 & Attachment to Annexure-5in Section-10.	**Submitted / Not Submitted**
	Certificate for Eligible Source Countries as per proforma given in Annexure-6 in Section-10.	**Submitted / Not Submitted**
	#	
II	**FINCANCIAL PACKAGE**	
	'Pricing document (Bill of Quantities)' through eProcurement Portal as per Instructions for	**Submitted / Not Submitted**

	~~completing the Pricing Document, Section-XI and ITT Clause 10 of ITT.~~	
	~~#~~	

Note to the Tenderer:

**** - The above list is not exhaustive, any other document/s which are required as per the Tender document shall be submitted.**

Note to the TIA:

 # - If any other documents are required, the same shall be listed.

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ANNEXURE - 3

DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

Name of the Firm/Tenderer:

Name of the account to which amount to be remitted:

Complete Address:

Name of the Bank:

Branch:

Address of the Bank Branch:

Account Type:

Account Number:

IFS Code of the Bank Branch:

MICR Code of the Bank Branch:

Whether a cancelled Cheque of the Tenderer/Firm is submitted: Yes or No (please tick)

Certified that the information furnished above is correct.

Signature of the Tenderer

AANNEXURE - 43

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s. ..... *[Name of the Tenderer]*.....(hereinafter called the "Contractor"), do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during the last five (5) years*.

We have not rescinded the Works after award of the Contract during the last five (5) years*.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Place:- Signature of the Tenderer

Date: ***Name***

Designation

Seal of the Company

Note: * Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.

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ANNEXURE - ~~5~~4

UNDERTAKING

We, M/s..... *[Name of the Tenderer].....,* herein after called "the Contractor", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to .....*[name of work].....* of BMRCL, **Bengaluru**.

We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

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ANNEXURE – 5

FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

I/We..... (jointly and severally) declare that I/we have offered this Tender with the local content of .....% and has given "details of the locations(s) at which the local value addition is made" as per Attachment to this Annexure.

@I/We further confirm that I/we submit a certificate herewith issued by the Statutory Auditor/Cost Auditor of the company* (in the case of companies) or from a practicing cost accountant or practicing Chartered Accountant* (in respect of Tenderers other than companies) in pursuant to ITT clause 34.2(ii), giving the percentage of local content.

I/We acknowledge the right of the Employer that, failure to submit the same shall disqualify the Tenderer.

I/We acknowledge the right of the Employer to debar the Tenderer for any violation or false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice under ITT Clause 34.3 of this Tender for which the Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

SIGNATURE OF THE TENDERER

Note:

*** Delete whichever is not applicable.**

@ This paragraph is applicable for Tenders with Estimated value more than INR 10 Crore. Otherwise, this provision shall be deleted.

Please refer GCC clause 1*(xxiv)* for definition and valuation of "Local Content."

~~ATTACHMENT TO ANNEXURE- 5~~

~~TABLE-A: PROPOSALS FOR SYSTEMS/SERVICES TO BE DEVELOPED / SUBCONTRACTED IN INDIA~~

~~Information to be furnished by the Tenderer for Services to be Procured / Subcontracted / Sourced in India~~							
~~Sl. No.~~	~~Services~~	~~To be Produced/developed in India by the Tenderer~~			~~To be Procured by the Tenderer from vendors / Subcontractors in India~~		
		~~Percentage (%)~~	~~Description~~	~~Address~~	~~Percentage (%)~~	~~Description~~	~~Address~~
~~1~~							
~~2~~							
~~3~~							
~~...~~							

~~TABLE-B: PROPOSALS FOR SYSTEMS/SERVICES TO BE SOURCED OUTSIDE INDIA~~

~~Information to be furnished by the Tenderer for Services to be sourced Outside India~~					
~~Sl. No.~~	~~Services~~	~~To be sourced from outside India~~			
		~~Country of Origin~~	~~Percentage (%)~~	~~Description of the Firm~~	~~Address~~
~~1~~					
~~2~~					
~~3~~					
~~....~~					

~~Signature of the Tenderer~~

ANNEXURE - ~~6~~5

FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

(To be submitted on Tenderer's Letter head)

1. I/We, ...*(Name of the Tenderer/Member)*....., have read ITT clause 35 regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:

   (a) **not from such a country,*

   or,

   (b) **from such a country (.....indicate country.....), have been registered with the Competent Authority[@],*

   and will not **subcontract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".

   I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 35.

2. ~~I/We have read the ITT clause 35 regarding restrictions on procurement from a Tenderer having Transfer of Technology (ToT) arrangement. I/We certify that this Tenderer:~~

3. ~~*does not have any ToT arrangement requiring registration with the "Competent Authority" *~~

~~4. OR~~

5. ~~*has valid registration to participate in this Tender@.~~Not Used

6. *I/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.

7. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

Signature of the Tenderer

Note:
**Delete whichever is not applicable.*
[@] Evidence of valid registration by the Competent Authority shall be attached.

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ANNEXURE – 67

PRICE ADJUSTMENT FORMULAE

Price Adjustment Formulae[42]

R = Value of work as defined in Clause 61.1 of Conditions of Contract.

Adjustment for labour component:

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

V_L = 0.85 XPL /100 X R X(Li - Lo) /LoWhere,

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

Lo= The average consumer price index[43] for industrial workers for 'Bengaluru' Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

Li= The average consumer price index for industrial workers for 'Bengaluru' Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

P_L = Percentage of labour component of the work

Adjustment for Cement Component:

Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

V_C = 0.85 X P_C /100 X RX (C_i- C_o) /C_o , Where,

V_C = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;

C_o = The all India averagewholesale price index[44] for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India , New Delhi;

C_i= The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_C = Percentage of cement component of the work

Note: For the application of this clause index of Ordinary Portland Cement[45]has been chosen to represent Cement Group

Adjustment for steel component:

Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula.

[42] *The Formula has some normal components. It should be changed if need be to suit the nature of the work.*
[43] *The Index numbers are available in the web site http://labourbureau.nic.in/indtab.html*
[44] *The index number are available in the web site http://eaindustry.nic.in*
[45] *This may be changed to any other type of cement depending on the nature of work.*

~~V_S = 0.85 X P_S /100 X R X (S_i – S_o)/S_o, where,~~

~~V_S= Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;~~
~~S_o= The all India average wholesale price index for steel (M.S.Bars and rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi~~
~~S_i = The all India average wholesale price index for steel (M.S. Bars and Rods) for the quarter under considerationaspublishedbytheOfficeofEconomicAdvisor,Ministryof Commerce and Industry, New Delhi~~
~~P_S= Percentage of steel component of the work~~

~~Note: For the application of this clause, index of M.S.Bars and Rods[46] has been chosen to represent steel group.~~

~~Adjustment of Bitumen Component:~~

~~Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:~~

~~V_B = 0.85 X P_B/100 X R X (B_i – B_o)/B_o, Where~~

~~V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.~~
~~B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at Bengaluru on the day 30 days prior to the date of opening of Bids.~~
~~B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at Bengaluru for the 15th day of the middle calendar month of the quarter under consideration.~~
~~P_B = Percentage of bitumen component of the work.~~

~~Adjustment of Fuel and Lubricant component:~~

~~Price adjustment for increaseordecreaseincostofFuelandLubricantsshallbepaidin accordance with the following formula:~~

~~V_F= 0.85 X P_F /100 X R X (F_i – F_o)/ F_o, Where,~~

~~V_F= Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.~~
F_o = Theofficial retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at ..... [47] on the day 30 days prior to the date of opening of Bids.
~~F_i = The officialretailpriceofHSDattheIOC/HPCL/BPLorotherconsumerpumpat ..... for the 15th day of the middle calendar month of the quarter under consideration.~~
~~P_F = Percentage of Fuel and Lubricant component of the work.~~

~~Note: For the application of this Clause the price of HSD[48] has been chosen to represent Fuel and Lubricant Group~~

~~Adjustment for Plant and Machinery Spares Component:~~

[46] ~~*This may be changed depending on the major type of steel used depending on the nature of work*~~
[47] ~~*Insert the location of the nearest POL Consumer pump*~~
[48] ~~*This could be appropriately changed to any other item depending on the nature of work*~~

~~Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:~~

~~$V_P = 0.85 \times P_p/100 \times R \times (P_i - P_o)/P_o$, Where~~

~~V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.~~
~~P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi~~
~~P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi~~
~~P_p = Percentage of Plant and Machinery Spares component of the work.~~

~~Note: For the application of this Clause index of Heavy Machinery and Parts[49] has been chosen to represent the Plant and Machinery Spares Group.~~

~~Adjustment for Other materials:~~

~~Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants[50], procured by the Contractor shall be paid in accordance with the following formula:~~

~~$V_M = 0.85 \times P_M/100 \times R \times (M_i - M_o)/M_o$, Where~~

~~V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.~~

~~M_o = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi~~
~~M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi~~
~~P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.~~

~~The following percentages[51] will govern the price adjustment for the entire Contract:[52]~~

1. Labour – P_L ~~.....~~ ~~%~~
2. ~~Cement – P_C .....%~~
3. ~~Steel – P_S .....%~~
4. ~~Bitumen – P_B .....%~~

[49] ~~*This could be appropriately changed to any other item depending on the nature of work*~~
[50] ~~*Add, delete or change depending on the nature of work*~~
[51] ~~*The percentages have to be approximately worked out on the estimates of cost and incorporated in the tenderdocument before issue. It shall not be changed even if there is change of scope of work during execution.*~~
[52] ~~*The components could be added or deleted or changed depending on the nature of the work.*~~

5. Fuel and Lubricants – P_F[53] .....%
6. Plant and Machinery Spares – P_P[54] .....%
7. Other materials – P_M .....%

TOTAL **100 %**[55]

---xxx---

[53] *This could vary from 5% for normal works and 10% for highly mechanized operations in the work*
[54] *This could vary from 15% for normal works to 30% for highly mechanized operations in the work*
[55] *The total of the percentages for the various components of the works should be 100%.*

SECTION 11

INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

1) **The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal (e-Procurement portal) only and no hardcopy of commercials should be attached or disclosed elsewhere.**

2) **The Tenderer shall quote the Tender Premium (Above/Below/At par) on the Total Estimated Cost in the 'Pricing Document (Bill of Quantity)' given in the Karnataka Public Procurement Portal.**

3) **The total Tender price shall be inclusive of all applicable Taxes and duties under the applicable Acts but exclusive of CGST & SGST. BMRCL shall pay the applicable CGST & SGST as invoiced by the Contractor to BMRCL.**

4) **The Tenderer shall ascertain all applicable Taxes and Duties under the applicable Acts and shall be included in the quoted price.**

5) **The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.**

6) **Income Tax (IT) deduction: As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department for availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.**

7) **The Tender is a Percentage Tender. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.**

8) **The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.**

9) **Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.**

10) **The Tender Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.**

Reference eTender doc. (BW-A) 16.08.2023

11) **The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.**

12) **The Contractor shall maintain complete records of duties, other taxes and levies etc. payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.**

13) **Any increase in CGST & SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the Extension of Time. However, this shall not be applicable for "Variations".**

14) **UNPRICED ITEMS: Items against which no rate or sum is entered in the Bill of Quantities, whether quantities are stated or not shall be regarded as covered by other rates in the Pricing document. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of Quantities. The Tenderer shall price his Tender accordingly and the Percentage quoted (Above / Below / At par) in the BOQ shall be full and only price paid for all work performed against that item except as described in the Tender Documents.**

15) **BMRCL will consider the prices quoted in the pricing document for evaluation of Tender only.**

--- xxx ---

Reference eTender doc. (BW-A) 16.08.2023